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CURRENT TOPICS.

THE PROFESSION are to be congratulated on the appointment of Mr. JOHN BRADLEY DYNE as one of the Conveyancing Counsel to the Chancery Division. Mr. DYNE, who was called to the bar in 1866, and was last year President of the Institute, will, we believe, bring to his work all the skill, experience, and expedition in the dispatch of business which are required for the efficient discharge of the duties of the post.

AT LAST an improvement in the building of the Royal Courts of Justice for which we and numerous correspondents have for some time past been earnestly pressing, appears to be likely to be carried out. The vote for Public Buildings for the present year includes provision for the construction of two passenger-lifts at the courts.

APPLICATIONS for security for costs on workmen's appeals from county courts under the Act of 1897 are becoming frequent, and the Court of Appeal do not seem disposed to abrogate the ordinary rule with respect to them. This rule, as stated by A. L. SMITH, L.J., in *Hall* v. *Snowden, Hubbard, & Co.* last Monday, is that, except in applications for new trials, security will be ordered "whenever the respondent can shew that the appellant is a person from whom the respondent would be unable to get the costs of the appeal if the appeal were unsuccessful." There is nothing in the Act to diminish the power of the court to order security to be given in appeals under it, or to alter the principles upon which such an order will be made. Nor ought those principles to be affected by the fact that the provisions of the Act, which prescribe the cases in which compensation can be awarded, and regulate the amount of that compensation, are notoriously difficult to construe; or by the consideration that claimants under the Act are, as a rule, poor people. The latter consideration would obviously apply in all cases in which security is asked for. And in many cases the workman appellant has a powerful trade union at his back whose funds, although available to support the appeal, could not be reached by the respondent when the appeal had failed. The Court of Appeal appear to have laid some stress on

this point in ordering security last week in an appeal relating to the amount of compensation payable according to the schedule to the Act, the appellant being supported by a trade union, or a similar body. In *Hall* v. *Snowden* they merely stated and adhered to the ordinary rule, and added a suggestion that these appeals might often be presented *in formâ pauperis*. This would not assist a successful respondent in recovering his costs, but it would at least protect him from frivolous and groundless appeals. It appears from the answer given to a question in the House of Commons on Tuesday night, that the question of how far security for costs in these appeals ought to be required is under the consideration of the Lord Chancellor.

THE REPORT of the Special Committee on Secret Commissions, which has been issued by the London Chamber of Commerce, contains a useful summary, compiled by Mr. THOMAS W. HAYCRAFT, of the cases in which the subject has been considered by the courts. As to the law of the matter and the civil remedies which are open to an employer there is no doubt. The law was clearly stated by COTTON, L.J., in *Boston Deep Sea Fishing Co.* v. *Ansell* (39 Ch. D., p. 357): "If a servant, or a managing director, or any person who is authorized to act, and is acting, for another in the matter of any contract, receives, as regards the contract, any sum, whether by way of percentage or otherwise, from the person with whom he is dealing on behalf of his principal, he is committing a breach of duty." And the remedies were dealt with by the Court of Appeal in *Mayor of Salford* v. *Lever* (39 W. R. 85; 1891, 1 Q. B. 168). If the price of goods purchased by an agent under the influence of bribery is increased by the amount of the bribe, this is a fraud both on the part of the agent and of the vendor of the goods, and the purchaser has a right of action against each of them. "There is nothing so fraudulent," said Lord ESHER, M.R., "as the taking of a bribe by an agent in order to carry out a breach of his duty to his principal. The law strikes direct at such a fraud. Whether it is called a bribe, commission, or what not, an agent must restore to his principals what he has received by a fraud on them." And an action, it was held, lies equally against the person by whom the bribery has been effected. The application of these principles was illustrated, as is well known, by the recent case of *Oetzmann & Co.* v. *Long*, and if the facts could always be discovered the legal remedy would be sufficiently simple. It is only exceptionally, however, that the persons affected can get at the facts, and herein lies the strength of the present call for greater stringency. Upon the question of re-enforcing the civil remedy by a criminal penalty the report is properly cautious. It is never safe, it is pointed out, for criminal legislation to advance very far beyond the public conscience, and it is doubtful how far that conscience is yet enlightened on the matter; moreover, it would be a matter of difficulty to define the offences with adequate breadth without including acts of an innocent or trivial character. It is obvious that before any legislation is attempted the subject should receive thorough consideration.

THE TEXT of the Money-lending Bill, introduced by Lord JAMES OF HEREFORD on behalf of the Government, has now been issued. The first clause lays down a series of conditions under which a money-lender is to carry on his business. He must (*a*) register himself as a money-lender in accordance with regulations under the Act, at an office provided for the purpose by the Commissioners of Inland Revenue, under his own name, and with the address, or all the addresses, if more than one, at which he carries on his business of money-lender; (*b*) he must carry on such business in his own name and in no other name, and under no other description, and at his registered address or addresses, and at no other address; (*c*) he must take a security for money in his own name only; and (*d*) if the security rests upon a document, a copy of the document must be furnished to the borrower at the time when the security is given. The security must state on its face that the person taking it is a registered money-lender. The effect of non-compliance with these provisions will be that the contract for repayment of the money lent, or for payment of interest or other charges, and any security given, will be void; but if the security is a negotiable instrument, a *bonâ fide* holder for value will have the same rights against the money-lender as the money-lender would, but for this section, have against the debtor. This substitution of the money-lender for the debtor as regards the holder of the security is ingenious, but it may lead to difficulties. Take the case of a bill drawn and endorsed by the money-lender, and accepted by the borrower, and in the hands of a *bonâ fide* holder for value. The holder's first recourse is against the borrower, and then against the money-lender; but apparently he would be deprived of both, for the bill is void, and he must rely on such rights as the money-lender would, but for the section, have against the borrower, and enforce these against the money-lender. This seems to be uncommonly hard upon the holder of a negotiable security, though, as the bill will shew on its face the character of the transaction, the proposal will not produce the disastrous results that would otherwise ensue. In any case, however, it seems a mistake to make the security altogether void. In such a case as the above the holder should at least retain his rights on the bill as against the drawer, *i.e.*, the money-lender. It would be much easier for him to sue on the bill than to follow the proposed substituted remedy.

THE SECOND clause of the Bill provides for the review by the court of money-lending contracts. Where proceedings are taken in any court for the recovery of money lent by a money-lender, and the court has reason to believe that the interest charged exceeds 10 per cent. per annum, or that the amounts charged for expenses, renewals, &c., are excessive, the court may reopen the transaction, and take an account between the money-lender and the party sued, and may reopen accounts already taken and "relieve the person sued from payment of any sum in excess of the sum adjudged by the court to be fairly due in respect of principal and interest and of such charges as aforesaid, as the court, having regard to the risk and all the circumstances, may adjudge to be reasonable." If any such excess has been paid, the creditor may be ordered to repay it, and any security given may be set aside or revised. Some such proposal seems to be necessarily a part of the Bill, but only experience can shew how it will work. Courts of equity are familiar with setting aside securities, but they are allowed to stand for the money actually advanced and for interest at the ordinary rate. It will be something new for the court to determine in a review of the transaction what was the fair reward for the risk at the date of the transaction. It is difficult to see how the court can avoid saying that, if the risk was great, the charge should have been high, and then we shall have 60 per cent. backed by the sanction of the court. The jurisdiction under the clause is to be exercisable also at the instance of the debtor, although no proceedings have been taken by the money-lender. Clause 3 makes it a misdemeanour, punishable by imprisonment for a term not exceeding two years, or a fine not exceeding £500, or both, for a money-lender, by any false representation or dishonest concealment of facts, to induce any person to borrow money or to agree to the terms of borrowing. The definition of "money-lender" which is given in clause 4 we noticed on a former occasion (*ante*, p. 274). Clause 5 enables the Commissioners of Inland Revenue, subject to the approval of the Treasury, to make regulations respecting registration, and fees on registrations, and special provision is made for the particulars which are to be registered in the case of a money-lending company.

TWO BILLS are before Parliament with the object of amending the Summary Jurisdiction Act, 1879. The second one, however, which is backed by several eminent Queen's Counsel, amongst whom is Sir EDWARD CLARKE, includes in its provisions the whole of the first Bill and several other matters besides. It proposes, in the first place, to place the offence of obtaining money or goods by false pretences upon the same footing as larceny in respect to the jurisdiction of magistrates to deal summarily with the offence. So that adults, with their consent, may be tried

summarily for false pretences where the value of the property in question does not exceed forty shillings; and young persons, with their consent, and adults pleading guilty, may be dealt with irrespective of value. It is also proposed to extend the jurisdiction of justices so as to enable them, with the same limitation as to value, to deal with certain more serious larcenies such as stealing a valuable security, goods in a ship, or cattle. No one, probably, will be found to deny the advisability of making these changes in the law. It often happens that a wretched servant girl obtains some trumpery article of finery from a shop by a false pretence. She is very likely ready to admit her guilt, and has probably not been previously convicted, yet she has to be sent for trial to the quarter sessions, and perhaps to remain for months in prison. Such and similar cases are very common, much too common; and while not interfering with the right of accused persons to be tried by juries if they choose, it is most desirable that persons charged with trifling offences should have a speedy trial. The Bill further aims at bringing about a much-needed change in the law with reference to the recovery of penalties imposed by courts of summary jurisdiction. As the law stands at present, where the statute on which a conviction is founded imposes a penalty, but provides no mode of enforcing payment thereof, or provides a remedy by distress, but omits to provide for the case of the distress not proving sufficient, justices have a general power under Jervis's Act to commit the defendant to prison if the distress proves insufficient. They have, however, no jurisdiction to commit (except in certain cases mentioned in section 21 of the Summary Jurisdiction Act, 1879) until a distress warrant has issued, and a return has been duly made that no sufficient goods can be found. This leads to much delay, is often very hard on poor persons, and frequently puts offenders to great expense beyond the amount they are ordered to pay. It also causes uncertainty; and it is found that the prospect of immediate imprisonment, or of imprisonment without fail on a certain day, is generally enough to enforce payment of a penalty. The Bill accordingly provides that where any person is adjudged to pay a penalty, or ordered to pay any sum of money which is not a civil debt, it shall not be necessary for justices to issue a warrant of distress in case of non-payment, but such person may be committed to prison in all respects as if such warrant had been issued and a return had been duly made to it that no sufficient goods could be found. It is hard to see any reason why this Bill should be opposed on its merits.

In the case of *McNicholas* v. *R. F. Dawson & Son*, decided on the 4th inst, the Court of Appeal had once more to consider the very involved definition of "factory" in the Workmen's Compensation Act, 1897. The workman whose widow claimed compensation was employed by the defendants, a firm of builders. His duty was to work a steam engine inside a temporary engine shed, the engine being used for grinding mortar to be used in the building operations in which the defendants were engaged. His death was caused by his being caught by the revolving shaft of the engine, but there was no precise evidence as to what he was doing when he came in contact with the shaft. The county court judge held that the claimant had failed to prove that the accident arose "out of and in the course of" the employment of the deceased, and that she was therefore not entitled to recover. The Court of Appeal, upon a consideration of the circumstances, differed from the court below on this point, and it thus became necessary to consider the further question whether the deceased was employed "in or about a factory" within the meaning of the Act. "Factory" (by section 7 (2)) "has the same meaning as in the Factory and Workshop Acts, 1878 to 1891, and also includes any dock, wharf, quay, warehouse, machinery, or plant to which any provision of the Factory Acts is applied by the Factory and Workshop Act, 1895." By section 23 (1) (V.) of the latter Act, the provisions of that Act with respect to the power to make orders as to dangerous machines are to have effect as if "(*a*) every dock, wharf, quay, and warehouse, and, so far as relates to the process of loading or unloading therefrom or thereto, all machinery and plant used in that process; and (*b*) any premises on which machinery worked by steam . . . is temporarily used for the purpose of the construction of a building or any structural work in connection with a building, were included in the word factory." It is to be observed that clause (*a*) of this section uses the words which are repeated in the definition of factory in the Act of 1897, and the classes of plant and machinery mentioned in clause (*a*) do not cover the machinery which caused the workman's death in the present case. Clause (*b*), on the other hand, makes certain "premises," and not the machinery in them, a factory. The premises in which the deceased was working were clearly a factory within section 23 (1) (V.) (*b*) of the Act of 1895, for they contained a steam engine used for structural work in connection with a building, but unless the machinery within the building was itself a factory within the Act of 1897, the case did not fall within that Act. The court held that, as section 23 (1) (V.) (*b*) of the Act of 1895 applied certain provisions of that Act to machinery within premises of the kind in question, the machinery itself became a factory within the definition in the Act of 1897; there was, in fact, a factory within a factory. The claim therefore succeeded. It is not surprising that an intimation was given that the case might be taken to the House of Lords. Where legislation takes such a form as the definition of "factory" in the Workmen's Compensation Act a litigant cannot feel sure that the decision of any court except the highest tribunal is unquestionably correct. It is unfortunate that an Act designed to give a simple remedy to injured workmen should be so framed as to give rise to such extreme difficulty of construction.

The decision of Channell and Ridley, JJ., in *Re Rochdale Union and Haslingden Union* (1898, 2 Q. B. 206) has been affirmed by the Court of Appeal (*ante*, p. 277). The actual decision was that the case must go back to the arbitrator to determine how far the Rochdale Union had been damnified by the transfer of a part of their area to the Haslingden Union. Until the case is more fully reported, it is hardly possible to say whether the Court of Appeal has laid down any general rules as to the principles upon which adjustments are to be made under section 68 of the Local Government Act, 1894 (and under the corresponding provision, section 62, of the Local Government Act, 1888), where an area is transferred from the jurisdiction of one local authority to that of another. The very careful judgment of Wills, J., in *Re The Bucks and Herts County Councils* (15 Times L. R. 138, and see *ante*, p. 186) does not seem to have been expressly considered by the Court of Appeal; but their attention must have been called to it as being the most recent authority upon questions of adjustment under the Local Government Acts; and the judgment of the Lord Chief Justice, as at present reported, seems to be entirely in harmony with the decision in the *Bucks and Herts case*. The important question in that case was whether the mere transfer of an area which contributes more in the shape of rates than it requires in the shape of expenditure upon it gives a right to compensation to the authority which has lost this remunerative portion of its territory; this the court decided in the affirmative. In the *Rochdale and Haslingden case* there were actual properties and liabilities to be adjusted, and the Divisional Court did not expressly decide that where there had to be adjusted no property and liabilities the loss of area could be the subject of adjustment. It is, however, clear from the judgment of Lord Russell of Killowen that the loss and gain of a remunerative area are matters to be considered in making an adjustment. He is reported to have said "the complaint of the Rochdale Guardians is that the Haslingden Union have gained a valuable rateable area with a correspondingly slight burden of maintaining the paupers coming from that area. They therefore say that the Rochdale Union has been pecuniarily prejudiced by the transfer and that there ought to be an adjustment. In my opinion that view is correct." The validity of a claim for an adjustment of this nature cannot depend upon whether there are matters of property also to be adjusted; if the transfer of area is a matter to be considered in a general adjustment it seems to follow that it is itself a proper subject for adjustment when it stands alone. This was the view of Wills and Bruce, JJ. in the *Bucks and Herts case*, and the decision of the Court of Appeal in the *Rochdale and Haslingden case* appears to involve the confirmation of that view.

THE SYSTEM FOR MAKING RULES OF THE SUPREME COURT.

I.—Its General Defects.

The Attorney-General, in his speech in the House of Commons last week, is reported to have said that "he agreed that the arrangements in the Common Law Division of the High Court required thorough revision." He did not state to what particular "arrangements" he referred, or give any indication of the direction or scope of the revision he considered necessary. He may have referred to the prickly subject of Circuits, or to the hardly less difficult one of Divisional Courts, or he may have had in his mind the necessity which undoubtedly exists for the improvement of the present system for making Rules of the Supreme Court. We can hardly doubt that the last-named would form part of any thorough revision of the arrangements of the Queen's Bench Division of the High Court.

The Rule Committee as constituted by the Judicature Act, 1881, s. 19, and the Judicature Act, 1894, s. 4, is formed of not less than five of the highest judicial personages in the High Court of Justice and the Supreme Court. The Lord Chancellor and the President of the Incorporated Law Society are *ex officio* members, and one practising barrister is included, by appointment of the Lord Chancellor. A body so constituted must necessarily inspire the most profound confidence, both individually and collectively, in its wisdom and knowledge of all the deeper matters of the law. If it were proposed that a complete codification of English law should be made, it would hardly be possible to constitute a body of public men to supervise the work which could more completely command the confidence of the public. As a controlling and deciding body on all that concerns the administration of justice it must always command that confidence. In so speaking of the Rule Committee we are merely stating an accepted fact for the purpose of removing at the outset the possible impression that, in calling attention to the defects which undoubtedly mar our existing system for making Rules of the Supreme Court regulating procedure, we are in the smallest degree casting any reflection on the judges who constitute the Rule Committee.

We do, however, say without hesitation that the system under which the duty of making rules for the regulation of matters of procedure is placed upon a body so constituted is a bad system. It has failed entirely to produce any simplification of procedure, but on the contrary has operated to gradually establish a working code which is a mass of complications, and contains many contradictory provisions, and which has been rendered more and more complicated by the additions and interpolations of the last ten years, until it has become a daily cause of perplexity to all who have to work under it. This system has failed, moreover, to keep pace with the changing requirements of litigants. And when, in these later days, it has been the means of introducing a new departure in procedure, intended presumably to simplify interlocutory proceedings—we allude, of course, to the Summons for Directions—the defective method adopted has spoilt the good intention by creating a fresh crop of complications which were not necessary to the accomplishment of the purpose sought.

It appears to us that no other result was possible under such a system. It is not conceivable that judges who are occupied all day with the graver matters of the law, with the trial of causes and appeals of importance and difficulty, can possibly have the time to cope with the (to them) minor matters of procedure regulations. Nor is it possible that they can have the means of knowing the difficulties which trouble solicitors and their managing clerks in the conduct of actions through their interlocutory stages. They are placed out of reach of that knowledge, and even if it is conveyed to them, they lack the intimate acquaintance with the undercurrents of procedure which is necessary in order to estimate the information at its true value, and to foresee the full effect upon other branches of procedure of any change which may be proposed.

Do not let it be supposed that we forget the great work which the Rule Committee has done, or the great developments of procedure which it has sanctioned and directed. We do not for a moment forget the firm and wise establishment of procedure under order 14; or the creation of the Commercial Court; or the establishment of summary procedure in default of appearance; or even summary procedure in default of defence, which unfortunately, however, has been recently injured seriously by the rules as to directions. Our charge against the existing system is that the sole power to make and revise rules of court is placed in the hands of a body of eminent persons who, however capable of determining the principles which they wish to have embodied in the code of procedure, have neither the time nor the knowledge of details required to give effect to those principles in the form of rules of procedure. And further, that the existing system does not include any machinery for drafting new rules so as to make them harmonize with existing provisions. The result of these defects is that our highly complicated code is made more intricate and confusing with every fresh batch of rules, and that new rules and even new orders are issued in direct conflict with existing provisions which are nevertheless left unrepealed.

Let us take an analogous case by way of illustration of a wiser method. Parliament is constantly engaged in making new laws. Our statute law is complicated enough as it is, but it would be simple chaos if Parliament had not been wise enough to provide a body of experts who are continually at work preparing Statute Law Revision Acts to minimize the confusion caused by the existence of repetitions and conflicting provisions in statutes. It would be a comparatively small matter to provide the Supreme Court with some necessary machinery of the kind.

In the foregoing remarks we have used the term "minor matters of procedure" as neglected items in our existing code, and matters beyond the power of the Rule Committee to deal with properly. It is not our intention to confine our remarks and criticisms to mere generalities. We propose to enter, as fully as space will allow, into details to make good the charge we bring against the existing system. But first let us consider for a moment the relative importance to the public of what are called minor matters of procedure, which are necessarily beyond the personal knowledge of the Rule Committee, and those other matters of seemingly greater importance which are necessarily within reach of their observation. Whatever affects the trial of actions and appeals is within their observation, and if defects are disclosed they are speedily removed. But to the great bulk of suitors such matters are comparatively unimportant, for the number of actions which go to trial, and the total amount of money recovered by judgment in court are absolutely insignificant compared to the vast number of actions and the vast sums of money dealt with and recovered without ever reaching the judges at all. If we take the greatest benefit to the greatest number as the test of importance, then it is infinitely more important that minor defects which impede the working of the automatic machinery of the court should be removed, than corresponding defects affecting only trials in court.

According to the judicial statistics for 1898, there were 67,358 writs of summons issued in the Queen's Bench Division in 1896. Of this number 2,540 actions were tried in court, while in 26,918 actions judgment was entered without any hearing in court. This leaves a balance of 37,900 actions not accounted for, some of which were no doubt sent to the county court, some dismissed or stayed on terms, but the majority terminated with the issue of the writ. It will be seen from these figures that for every action tried in court nearly eleven were disposed of by the automatic machinery of default of appearance and defence, discontinuance, acceptance of money paid into court, &c., and by order 14.

Nor must it be supposed that this great preponderance of actions which never reach the judges over those which are disposed of by them is confined merely to numbers. Such a supposition would be entirely wrong, as the following figures will shew. In giving the relative amounts for which judgments were obtained after trial and without trial respectively, we are compelled to take only the figures as to actions in which judgments were entered in London, because the figures for the district registries are not complete as to amounts recovered by what we have called the automatic process. In 1896 there were 1,548 judgments after trial entered in the Central Office, including those actions proceeding in London but tried at assizes. The total sum recovered was £336,549, which yields an average amount per action of £217. In the same year there were

entered in the Central Office 17,947 judgments in actions which were not tried in court or disposed of by any of the judges. The total sum recovered was £3,744,673, which yields an average amount per action of £208, or £9 per action less than the average amount recovered after trial.

Unfortunately we cannot give the figures of the relative cost to the suitor of actions tried in court and those in which judgment was recovered without any trial. We know, however, that the average cost of actions tried in court is considerably over £50 per action, while the average costs in actions in which judgment is obtained without trial by default and under order 14 is under £6 per action.

The result, therefore, to suitors as a body is that of all the actions in the Queen's Bench Division which go to judgment one out of every eleven is tried in court, and suitors in those actions recover £336,549 at an average cost of £23 for every £100 recovered; whereas in the other ten out of every eleven actions, which are disposed of without ever reaching the judges, suitors recover £3,744,673 at an average cost of £2 17s. 6d. for every £100 recovered.

After weighing these figures, which have been carefully verified and will be found in the Judicial Statistics for 1898, it is impossible to doubt that to the public the centre of importance of litigation on the Queen's Bench side, treated as a whole, lies within the sphere of those branches of procedure which exist for the disposal of actions without any trial in court. If any rules issued by the Rule Committee were so framed that they produced the unforeseen effect of adding £1 to the cost of all actions which reach judgment in the Queen's Bench Division, suitors as a body would be mulcted of only £2,500 a year for all actions tried in court, while they would be mulcted of no less than £27,000 a year for actions which reach judgment without trial in court.

When, therefore, we contend, as we do most strongly, that the time has come for establishing a more flexible, effective, and business-like system for making rules of procedure with a view to the removal of what are termed minor defects of procedure, we are asking for that which to the public who are forced to take legal proceedings is of greater importance on the whole than if we were to ask for improvements of far more apparent importance affecting trials and appeals.

In our subsequent articles we propose to shew by detailed examples that the existing code of Rules of the Supreme Court has, besides its tangled condition, two important defects. It contains rules which contradict one another, and it does not provide certain facilities which the public have a right to expect should be provided for them. We will state both the faults and omissions and they shall speak for themselves. If they justify our description of them they prove that the system for making Rules of the Supreme Court is defective. When we see a body created for a set purpose, and consisting exclusively of men whose intellectual force and knowledge command universal respect and admiration, producing work which contains obvious blunders and fails to meet legitimate requirements, it is safe to assert that there must be some fundamental defect in the system under which the work is done.

THE LONDON GOVERNMENT BILL.

The Bill for the municipalization of London is a much shorter and simpler measure than the Acts of 1888 and 1894, which provided for the local government of England outside the metropolis. Its main object is to provide for the division of the whole of the administrative county of London—exclusive of the City, which is very slightly affected by the Bill—into municipal or, as the Bill calls them, metropolitan boroughs. The division is not, however, completed by the Bill itself. Sixteen scheduled areas are created boroughs as from the "appointed day"; they comprise thirteen of the parishes now governed by vestries under the Metropolis Management Acts, with the addition of the districts of the Poplar and the Wandsworth Boards of Works, and "the area of the ancient parliamentary borough of Westminster." This latter area consists of the united parishes of St. Margaret and St. John, Westminster; St. George, Hanover-square; St. James, Westminster; St. Martin-in-the-Fields, and the district of the Strand Board of Works. If the Bill passes in its present shape the Westminster area will, in point of rateable value and probably in point of population also, be of a magnitude far exceeding that of any of the other municipal divisions, and this seems to have already given rise to objection on the part of some of the areas which will be absorbed in the proposed borough of Westminster. But as regards the number of the members and the powers of its governing body, Westminster will stand in precisely the same position as any of the other metropolitan boroughs.

The remainder of the Metropolis is to be dealt with by Orders in Council (clauses 1, 14), which are to settle the boundaries of the boroughs and wards and the number of councillors, subject to certain provisions of the Bill, of which the most important are that each borough is (except for special reasons) to have either a rateable value exceeding £500,000 or a population between one and four hundred thousand (clause 1 (1)), that no borough is to have more than seventy-two aldermen and councillors (clause 1 (2)), and that no parish is to be situate in more than one borough (clause 16). Special provisions (clause 17-19) are made as to the method of dealing with detached parts of parishes and with the Woolwich district and the hamlet of Penge, both of which are at present in a somewhat anomalous position; the latter place may be added to one of the adjoining London boroughs or separated from the county of London and made part of Kent or Surrey. The Orders in Council are to be supplemented by schemes for dividing existing areas of local government, adjusting liabilities, amending or repealing local Acts, and the like (clause 15). It will at once be seen that the powers of the Privy Council under the Bill are very large: except as to certain specified matters, they are conferred by reference to certain parts of the Local Government Acts and the Municipal Corporations Act, 1882. In regard to powers of this nature, the objection to legislation by incorporation has less than its usual force, and there is little doubt that under the Bill the Privy Council have ample authority to do all that is necessary for filling in the map of municipal London which, except for the scheduled areas, Parliament proposes to leave blank. This task, together with that of providing for the details of adjustment and the other matters left to them by the Bill, will tax the energies of the Privy Council, and the date fixed for the operation of the Act (November, 1900) is none too distant.

The boroughs are, of course, to have mayors, aldermen, and councillors: the councillors are to be elected in the same manner and by the same electorate as the present vestrymen (viz., according to the Local Government Act, 1894), and the proceedings of the councils are to be conducted as the proceedings of the vestries (viz., under the Metropolis Management Acts): these provisions ought not to give rise to much difficulty, though there is always a danger in applying to one body a code of rules framed with regard to another. As to the mayor and aldermen, this danger is accentuated by a double incorporation of prior enactments: the provisions of the Local Government Act, 1888, as to the chairman of the county council and the county aldermen are to apply to the mayor and aldermen of the borough: these provisions consist largely of the application to the chairman and county aldermen of the parts of the Municipal Corporations Act, 1882, relating to the election, term of office, &c., of a mayor and aldermen in a borough. It will thus be necessary in order to ascertain the law as to the election, &c., of London mayors and aldermen, to search both the Local Government Act, 1888, and the portions incorporated in it of the Municipal Corporations Act, 1882. Surely if legislation by reference is unavoidable, the desired effect might have been produced by a direct reference to the Act of 1882, with such modifications as may be desirable, instead of by the introduction of this Act through the medium of the Act of 1888.

A consideration of the powers exercisable by the new borough councils leads to the conclusion that the practical working of London government will not be greatly affected by the Bill. (1) The councils will have all the powers of the existing vestries, and will be their successors (clause 4 (1)). (2) They will also become the authorities for administering the Public Libraries Acts, the Baths and Washhouses Acts, and the Burial Acts; the existing Library Commissioners, Baths and Washhouses Commissioners, and Burial Boards are to be

abolished and their powers transferred by schemes under the Act. (3) They are to exercise, in substitution for the London County Council, the powers under the London Building Act, 1894, as to licensing wooden structures, removal of sky signs and obstructions in streets, and the powers of registering dairymen under the Public Health (London) Act, 1891, and of carrying out the Common Lodging Houses Acts; but as to certain of these powers the county council retains a power to act in default of the borough council (clause 5 (1)). (4) Certain other powers of the county council are to be exercisable by the borough councils also: these include further powers under the London Building Act, power to acquire land for the purpose of their powers and duties, power to act under the Housing of the Working Classes Act and to make bye-laws for the good rule and government of the borough (clause 5 (2)). These bye-laws are not to be inconsistent with the bye-laws of the county council, but there is nothing to prevent different and inconsistent bye-laws being in force in each borough, unless indeed uniformity is to be secured by the action of the Secretary of State in giving or withholding his sanction to the bye-laws: this arrangement is certainly open to objection. (5) The borough councils are to have the like power of promoting and opposing Bills in Parliament as borough councils outside London now have (clause 7 (6)): this is an important innovation, but it is difficult to see why London local authorities should not be placed in the same position in this respect as the council of a small provincial borough, and the Borough Funds Act, 1872, provides certain safeguards against the misuse of this power which will apply in London as well as in the provinces. (6) Clause 7 also shifts the duty of maintaining certain roads from the county to the borough councils and gives them certain other highway powers, and imposes upon them the duty of enforcing the regulations as to dairies and milk, slaughter houses, and offensive businesses.

In addition to the powers thus directly conferred by the Act, there is a direction to the Privy Council, by provisional order, to allocate the remaining powers under the London Building Act to the county council and the borough councils respectively (clause 6). Clause 5 contains a still more important provision enabling the county council and any borough council to agree as to the transfer to the latter of any power exercisable by the former body: the transfer will not take effect except on the making of a provisional order of the Local Government Board (requiring, of course, confirmation by Parliament). But if one such transfer has been made, a similar transfer may be made (also by provisional order) to any other borough council without any agreement on the part of the county council, and if any such transfer has been made to the majority of the boroughs, a like transfer may be made to all the remaining boroughs on the application of the county council alone.

The provisions of the Bill as to rating appear to be well adapted to carry out a desirable object. All the expenses of a borough council are to be defrayed out of one "general rate" and upon one demand note which will specify the several purposes for which the rate is levied; the same persons are to be appointed (by the borough council) overseers for each parish within the borough and every precept issued by any authority for obtaining money which is to be raised out of a rate within a borough is to be sent direct to the overseers, and not through the guardians or any intermediate authority (clauses 10, 11). These provisions will undoubtedly tend to simplicity and economy in the raising of money for London local purposes.

Notwithstanding a few obscurities (some of which have been alluded to above) the Bill appears to be, in point of draftsmanship, above the average of recent legislation: the obscurities arise almost exclusively from the attempts at incorporation of other enactments; where the draftsman has expressed his meaning directly in his own words, the result is almost always satisfactory.

The Lord Chancellor on Monday at the House of Lords presided at a meeting of the Rule Committee constituted under the Benefices Act, 1898, when there were present the Lord Chief Justice (Lord Russell of Killowen), the Archbishop of Canterbury, the Bishop of London, and Mr. Justice Bruce, the recently-appointed judge under the Act in succession to the late Lord Justice Chitty.

REVIEWS.

BOOKS RECEIVED.

Reports of State Trials. New Series. Volume VIII: 1850 to 1858. With General Indices. Published under the direction of the State Trials Committee. Edited by JOHN E. P. WALLIS, Esq., M.A., Barrister-at-law. Eyre & Spottiswoode. Price 10s.

Outlines of English Legal History. By A. T. CARTER, M.A., Barrister-at-law. Butterworth & Co.

CASES OF THE WEEK.

Court of Appeal.

McNICHOLAS *v.* R. F. DAWSON & SON. No. 1. 4th March.

MASTER AND SERVANT—ACCIDENT ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT—"FACTORY"—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7.

Appeal from the decision of the Bradford County Court judge in proceedings to recover compensation under the Workmen's Compensation Act, 1897. The appellant was the widow of a deceased workman named Patrick McNicholas, who at the time of the accident causing his death was a workman in the employment of the respondents, Messrs Dawson & Son, who were builders engaged at the time in erecting a post-office. McNicholas was employed to look after a steam engine in an engine shed and a mortar-pan, his duty being to fire the boiler, to start the engine and oil it, and to oil and feed a mortar-pan, which was outside the engine shed in the open air. The engine was used for grinding mortar for the post-office, from which it was distant about twenty yards. Across the middle of the engine shed was a revolving shaft worked by the engine and placed about four feet from the ground. The engine shed had a full-sized door at the side furthest away from the mortar-pan, and there was a small door four feet high at the side of the shed nearest to the mortar-pan. This small door was sometimes used for ventilating the engine shed, and it opened from the inside, and the man working at the engine would have to pass under the shaft to go to this door. The deceased man had been forbidden to go out of the shed by this small door. Upon the morning of the 6th of August, 1898, at about 6.55 a.m., the deceased man called to an outdoor labourer named Smith, who was employed at the mortar-pan, asking him if he was ready, and upon being answered in the affirmative he started the engine, and about two minutes afterwards Smith heard a rattling noise, and upon going into the engine shed he saw the deceased man, who died shortly afterwards, caught in the shaft. No one saw how the accident happened. It was the duty of the deceased man, after having started the engine, to go to the mortar-pan. The evidence shewed that the proper way to the mortar-pan was by the main door. The oil-can used for oiling the engine was found on the shelf where it was kept when not in use, thus shewing that the accident did not happen when the deceased man was oiling the engine. Two questions were raised. First, whether the accident arose out of and in the course of the employment, within section 1, sub-section 1, of the Workmen's Compensation Act, 1897; and, secondly, whether the steam engine was a "factory" within the meaning of section 7 of the Act. The county court judge held that the deceased at the time of his death was employed in a "factory"; that the deceased had not been guilty of serious and wilful misconduct; but that the evidence left it uncertain whether the accident arose "out of" the employment, though it probably arose "in the course of" the employment, and that the *onus* of proof being on the appellant, judgment must be entered for the respondents. The appellant appealed. The compensation, if any was payable, was agreed at £180. By section 1, sub-section 1, of the Workmen's Compensation Act, 1897, "if in any employment to which this Act applies personal injury by accident arising out of and in the course of the employment is caused to a workman," his employer shall be liable to pay compensation. By section 7, sub-section 1, "This Act shall apply only to employment . . . on or in or about a railway, factory, . . ." By sub-section 2, "'factory' has the same meaning as in the Factory and Workshop Acts, 1878 to 1891, and also includes any dock, wharf, quay, warehouse, machinery, or plant, to which any provision of the Factory Acts is applied by the Factory and Workshop Act, 1895. . . ." By section 23, sub-section 1, of the Factory and Workshop Act, 1895, "The following provisions—namely, . . . (V.) The provisions of this Act with respect to the power to make orders as to dangerous machines shall have effect as if (*a*) every dock, wharf, quay, and warehouse, and, so far as relates to the process of loading or unloading therefrom or thereto, all machinery and plant used in that process; and (*b*) any premises on which machinery worked by steam, water, or other mechanical power is temporarily used for the purpose of the construction of a building or any structural work in connection with a building, were included in the word factory. . . ."

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that the first point taken was that no evidence was given that the accident to the deceased man arose out of and in the course of the employment. Would not anyone say, upon the facts proved here, that the accident arose out of and in the course of the employment. The deceased man started the engine on the morning in question, and two minutes afterwards he was killed. The county court judge said that it

was consistent with the evidence that the deceased man might have been going towards the small door for the purpose of going out of the shed that way, which he was expressly forbidden to do, and that therefore it was not proved that the accident arose out of and in the course of the employment. That holding came to this, that if a workman went by a wrong way from one point of his employment to another, an injury happening to him while doing so would not rise out of and in the course of his employment. The learned judge felt himself hampered by the decision in *Smith* v. *Lancashire and Yorkshire Railway Co.* (47 W. R. 146; 1899, 1 Q. B. 141), a case which also came upon appeal from him. In that case a ticket collector, after he had finished collecting the tickets, jumped on to the footboard of the train after it had started and made a remark to someone, and was killed in getting off. The learned judge in that case found as a fact that "the deceased was not actually engaged in any act of service at the time of the accident, and did not get on to the footboard for any object of his employers, but for his own pleasure." In face of that finding this court held that the accident did not arise "out of" the employment. In the present case, assuming everything against the appellant, assuming that the deceased man was going out of the engine-shed by the small door, which he was forbidden to do, and assuming that he acted rashly and negligently in doing so, in the absence of serious and wilful misconduct on the part of the deceased, which the judge had negatived, how could the court say that the accident did not arise out of and in the course of his employment? In his lordship's opinion, putting the case most favourably to the respondents, the accident to the deceased arose out of and in the course of his employment. Upon that point therefore he was unable to agree with the decision of the county court judge. The next question was, whether the employment of the deceased man came within the Act of 1897. Was he employed on, or in, or about a "factory" within the meaning section 7, sub-section 1? To get at the definition of factory one must look at sub-section 2 of that section. "Factory" was to include, among other things, any machinery to which any provision of the Factory Acts was applied by the Factory and Workshop Act, 1895. Turning to section 23 of the Factory and Workshop Act, 1895, it seemed to him that the Legislature had, by sub-section 1, clause (V.) (*a*) and (*b*), made certain things factories to which the provisions of the Act with respect to the power to make orders as to dangerous machinery were to apply. Supposing the machinery specified in clause (*b*) was defective, would not justices have power to make orders with respect to it? In his opinion the machinery specified in clauses (*a*) and (*b*) were both brought within the definition of "factory" in section 7, sub-section 2, of the Act of 1897. In his opinion the engine in the present case came within section 23, sub-section 1 (V.) (*b*), inasmuch as it was worked by steam for the purpose of grinding mortar, and was temporarily used for the purpose of structural work in connection with a building. The engine therefore came within the definition of a factory in section 7, sub-section 2, of the Workmen's Compensation Act, 1897. The judgment of the county court judge must therefore be reversed.

COLLINS, L.J., concurred. The question was whether there was evidence that the accident to the deceased arose out of and in the course of his employment. The *onus* of proving that lay upon the appellant. It came to this, Was there evidence to go to a jury that the action arose out of and in the course of his employment, because the county court judge did not decide upon the evidence, but said in effect that there was no evidence fit for the consideration of a jury? The highest that the case could be put against the deceased man was that he was killed while attempting to go out of the engine-shed by a dangerous way under the shaft, which he was told not to do. But it was just as much part of his duty to go out of the engine-shed as to go into it, and it was in the course of his employment to do either. The Workmen's Compensation Act, 1897, did not make negligence in the employer a condition of recovering compensation, nor was it an answer to a claim for compensation to prove negligence on the part of the claimant. The consideration of mere negligence, therefore, was out of place, and it was sufficient if the claimant could shew that the accident arose out of and in the course of the employment, though the workman might have been negligent at the time, unless the employed shewed that the injury was attributable to the serious and wilful misconduct of the workman. Very probably there might be such a negligent act on the part of the workman so entirely outside his employment as would make the negligent act causing the injury not within the course of his employment at all. But here the accident arose out of and in the course of the employment, and, if there was any negligence at all, it occurred in the course of the employment. Then came the second question. It was contended that this was not a "factory" within the meaning of the Act. That compelled the court to examine this extraordinary mode of legislation. A factory was defined by reference to the Factory Acts, 1878 to 1891—it was admitted that this case did not come within those Acts—and it was further defined as including any dock, wharf, quay, warehouse, machinery, or plant to which any provision of the Factory Acts was applied by the Factory and Workshop Act, 1895. That obliged him to refer to section 23 of the Act of 1895. That section applied a number of provisions in the Factory Acts as to dangerous machines to certain subject-matters therein specified. The principle of the section was that it constituted certain things a "factory"; by sub-section 1, clause (V.) (*a*), it constituted certain things, including machinery and plant used in certain processes, a factory; and by clause (V.) (*b*) it constituted something else, which was not machinery alone, a factory—namely, premises on which machinery worked by steam, water, or other mechanical power was temporarily used for the purpose of the construction of a building or any structural work in connection with a building. It was said that clause (*b*) did not constitute the machinery a factory. But the legislation was for the purpose of enabling the authorities to make provision as to dangerous machinery, and on looking at it it was addressed to dangerous machinery in a factory. That explained why one must first get the factory before considering the machinery. Turning back to section 7, sub-section 2, of the Workmen's Compensation Act, 1897, one found that the word "factory" included machinery to which any provision of the Factory Acts was applied by the Factory and Workshop Act, 1895. In the Act of 1895 one found that premises on which certain machinery were was made a factory, and to that machinery the provisions of the Act was to be applied. Therefore, the machinery became a factory within the meaning of the Workmen's Compensation Act, 1897, and so there was a factory within a factory. By this indirect legislation there was this machinery in a factory, which machinery was itself a factory. The machinery, therefore, in this case became a factory, and the deceased man was employed on or in or about a factory at the time when he met his death.

ROMER, L.J., concurred.—COUNSEL, *Macaskie* and *E. W. Perkins*; *Rueyg*, Q.C., and *A. Powell*. SOLICITORS, *F. Hatton*, for *Fox & Crabtree*, Bradford; *W. Hurd & Son*.

[Reported by W. F. BARRY, Barrister-at-Law.]

ALLEN *v.* VESTRY OF THE PARISH OF FULHAM. No. 1. 2nd March.

METROPOLIS MANAGEMENT—PAVING EXPENSES—NEW STREET—LIABILITY OF FRONTAGERS—ROAD REPAIRED BY VESTRY—SUBSEQUENT BUILDING OF HOUSES—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), s. 105.

This was an appeal from a judgment of Day and Ridley, JJ., on a case stated by a metropolitan police magistrate. The appellants were owners of premises forming, bounding, and abutting upon the Wandsworth Bridge-road. The road was made by the Wandsworth Bridge Co. pursuant to an Act passed in 1864. In 1876 the Fulham Board of Works entered into an agreement with the Wandsworth Bridge Co., whereby in consideration of the sum of £1,750 paid to them by the company, they agreed to undertake the liability of keeping the road in repair. In 1877 the Fulham Board of Works made up the carriage-way of the road, and repaired it in a permanent manner, and in the same mode and to the same extent as new streets with a similar amount of traffic were dealt with at that period under section 105 of the Metropolis Management Act, 1855. There were no buildings upon the land adjoining the road until the year 1890. In that year houses were erected on the east side. None were erected on the west side till 1895. In that year and in 1896 houses were built on the west side. In February, 1897, the Fulham Vestry, which had succeeded to the powers of the Fulham Board of Works, passed a resolution reciting that the Wandsworth Bridge-road, being a new street, was not paved to the satisfaction of the vestry, and ordering that it should be taken over and paved under the provisions of the Metropolis Management Acts, 1855 and 1862, and that the estimated expenses of the works should be apportioned on the frontagers. The amounts apportioned to the appellants were £554, £963, and £248. The question was whether the road could rightly be considered a new street within the meaning of section 105 of the Act of 1855. On the hearing of summonses taken out by the vestry against the appellants, the magistrate found that the road became a new street for the first time after the erection of the houses therein, and he held that the frontagers were liable for the paving expenses. The Divisional Court, on the hearing of a case stated by the magistrate, affirmed his decision.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J., said the argument of the appellants was that the road in question was a new street within the meaning of the Act in 1877, although no houses were then built on either side of it. They relied on section 250 of the Metropolis Management Act, 1855, by which "street" was interpreted as including any highway except the carriage-way of any turnpike road. In his opinion it did not become a new street till houses had been built along it. It had been pointed out by Lord Selborne in *Robinson* v. *Local Board of Barton-Eccles* (8 App. Cas. 798) that an interpretation clause of this kind was not meant to prevent a word receiving its ordinary, popular, and natural sense whenever that would be properly applicable. He agreed with what Wright, J., had said in *Vestry of St. Mary, Battersea* v. *Palmer* (1897, 1 Q. B. 220): "When section 105 is carefully looked at, it is obvious that it not merely begins by treating houses as the essence of what is a street for the purposes of the section, but later on it goes on to use this expression, 'and the owners of the houses forming such street shall, on demand, pay to such vestry or board the amount of the estimated expenses.' Clearly, when that section was passed the Legislature was thinking of a street composed wholly or partially of houses; and I should say that the question whether there was a sufficient number of houses to make a road a street for the purposes of that Act would be a question of fact for the magistrate." The Divisional Court were therefore right, and the vestry were entitled to charge these expenses on the frontagers.

COLLINS and ROMER, L.JJ., concurred.—COUNSEL, *Macnerran*, Q.C., and *R. Cunningham Glen*; *Macaskie*. SOLICITORS, *Walter M. Willcocks*; *T. Blanco White*.

[Reported by F. G. BUCKER, Barrister-at-Law.]

HALL *v.* SNOWDEN, HUBBARD, & CO. No. 1. 6th March.

PRACTICE—APPEAL—SECURITY FOR COSTS—APPEAL UNDER WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37)—R. S. C. LVIII., 15.

Application by the respondents for an order that the appellants should give security for the costs of the appeal. The appellant, an infant, took proceedings, by his next friend, in the Bloomsbury County Court under the Workmen's Compensation Act, 1897, to recover compensation for the death of his father, who was employed by the respondents, from an accident arising out of and in the course of his employment. The county court

judge gave judgment for the respondents The appellant appealed. The application for security for the costs of the appeal was founded upon an affidavit of poverty. It was contended on behalf of the appellant that, in appeals under the Workmen's Compensation Act, 1897, the court in its discretion would not order security for costs, as thereby appeals by claimants for compensation would be prevented in most cases, even where important questions of law were raised, as in this case; and that mere poverty in such cases was not a "special circumstance" upon which the court would order security for costs.

A. L. SMITH, L.J., said that in his opinion security for the costs of the appeal should be given. The Legislature had made an arbitrator or the county court the tribunal to decide questions of compensation under the Act, and an appeal upon points of law was given to the Court of Appeal. The Legislature had not enacted that the ordinary rule of practice of this court as to ordering security for the costs of the appeal should be abrogated. That rule was that, except in applications for the new trial of an action, when it was shewn that the appellant would be unable to pay to the respondent the costs of the appeal if the appeal did not succeed, the court would order the appellant to give security for the costs of the appeal. It was clear that the appellant here would be unable to pay to the respondent the costs of the appeal if the appeal turned out unsuccessful. In his opinion, therefore, security to the extent of £15 must be given. If the appellant was able to obtain an order for leave to appeal *in formâ pauperis*, security for costs need not be given; but to do that an opinion of counsel that there was reasonable ground for appeal must first be obtained.

COLLINS and ROMER, L.JJ., concurred.—COUNSEL, *C. Herbert Smith; Bailhache.* SOLICITORS, *Marshall & Pridham; Riddell, Vaizey, & Smith.*

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

Re **BARONESS BATEMAN AND PARKER.** Kekewich, J. 3rd March.

VENDOR AND PURCHASER—ENLARGEMENT OF CHURCHYARD OR BURIAL PLACE—LIMITED OWNER—CONSECRATION EXPENSES—"ADJOINING LAND"—THE CONSECRATION OF CHURCHYARDS ACT, 1867 (30 & 31 VICT. C. 133).

This was a vendor's summons under the Vendor and Purchaser Act, 1874, asking for a declaration that the piece of land contracted to be sold was a piece of "adjoining land" within the meaning of the Consecration of Churchyards Act, 1867. The facts were as follows: The vendor was the tenant for life of the piece of land in question, and the purchaser was the rector of the parish of Brome, in Suffolk. The parish church and churchyard were situate on the south side of the road leading from Brome Rectory to Brome Hall, and such road was a public highway twenty feet wide, having the churchyard fronting on to it for 162 feet. The piece of land in question had a frontage on to the north side of the road and immediately opposite the churchyard. The Consecration of Churchyards Act, 1867, contains provisions for the purpose of diminishing "the expense attendant on the consecration of portions of ground adjoining and added to existing churchyards," and section 4 enables limited owners to grant land for the purpose of "such enlargement," section 5 embodying a form of conveyance by which "any lands or hereditaments adjoining any churchyard or burial place may be conveyed for the purpose of adding thereto." The rector had purchased the piece of land for the purpose of enlarging the existing churchyard which was used as a burial ground, but the question arose whether, in the circumstances, it was such a piece of "adjoining land" as was contemplated by the Act, and could be conveyed and consecrated under the provisions of the Act. The present summons was accordingly taken out for the determination of the question. Counsel for the vendor argued that, notwithstanding the intervening roadway, it was "adjoining land," and cited the following cases, *Coventry* v. *London, Brighton, and South Coast Railway Co.* (16 W. R. 267, L. R. 5 Eq. 104), *London and South-Western Railway Co.* v. *Blackmore* (4 L. R. H. L. C. 610); *Haynes* v. *King* (42 W. R. 56; 1893, 3 Ch. 439), *Micklethwait* v. *Newlay Bridge Co.* (33 Ch. D. 133); and, further, that it was, strictly speaking, "adjoining land" inasmuch as the soil of the roadway was vested in either one or both of the owners of the adjacent land: *Re White's Charities* (46 W. R. 479; 1898, 1 Ch. 659). On behalf of the purchaser, the argument was advanced that the additional land would constitute a new burial ground, not an enlargement of the original churchyard, and *R.* v. *Hodges* (Mo. & Ma. Rep. 341) was referred to.

KEKEWICH, J.—It would be a great pity to attempt to define the meaning of the word "adjoining" in this Act of Parliament. If I were to attempt to do so my definition would be sure to be more or less inaccurate, for in all probability it would not include every conceivable case, and I am afraid of excluding a case which might properly come within the scope of the Act. I shall therefore content myself by saying that in this particular instance this piece of land is "adjoining land" within the meaning of the Act.—COUNSEL, *Stone; Spence.* SOLICITORS, *Hudson, Matthews & Co.*

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

GREENWOOD *v.* **LEATHERSHOD WHEEL CO.** (LIM.) Kekewich, J. 3rd, 4th, 5th, and 23rd Feb.

COMPANY—STATEMENTS IN PROSPECTUS—REASONABLE GROUND OF BELIEF—OMISSION OF CONTRACT—WAIVER CLAUSE—LIABILITY OF DIRECTORS AND PROMOTER—COMPANIES ACT, 1867 (30 & 31 VICT. C. 131) S. 38—DIRECTORS' LIABILITY ACT, 1890 (53 & 54 VICT. C. 64), S. 3, SUB-SECTION 1 (*a*).

This was an action by the plaintiff against the above company, several of the directors, and the promoter, for the rescission of the plaintiff's contract to take shares in the company, on the ground that the prospectus, on the faith of which the plaintiff was induced to apply for the shares, contained statements which were untrue and misleading. The company was formed for the sale of patent leathershod wheels and tyres, and the prospectus contained statements to the effect that orders for the supply of the wheels and tyres had been received from various institutions and bodies, such as the House of Commons, the War Office, several of the leading railway, omnibus, and tramway companies, cab proprietors, fire brigades, refreshment contractors, &c. It was alleged that the prospectus was so worded as to lead to the belief that very substantial orders had been given, whereas the real truth was, as the evidence at the trial subsequently shewed, that the orders given were orders to supply the goods for trial or on approval, and did not afford any foundation for inducing the belief that the company would commence business on a permanent basis. Further questions also arose as to the liabilities of the directors and promoters under the Directors' Liability Act, 1890, and as to the liability of the promoter under section 38 of the Companies Act, 1867, as to the non-disclosure of an agreement in the prospectus, and the sufficiency of the "waiver clause." It appeared from the evidence that the promoter had selected directors, instructed agents to get the orders, and had taken an active part in connection with the prospectus.

KEKEWICH, J., decided that the plaintiff was entitled to rescission of his contract on the ground that in certain particulars the prospectus was, on its proper construction, untrue in fact, and to the mind of such persons as were likely to take shares well calculated to deceive, and that the untrue statements under the head "Orders" induced the plaintiff to apply for shares and so influenced the contract. [In delivering judgment on the remaining questions which had been raised his lordship referred to *Derry* v. *Peek* (38 W. R. 33, 14 App. Cas. 342), and continued:] It may appear strange that looking into the so-called orders as some of them (the directors) certainly and to some extent did, they should have passed the prospectus as it stands, or believed that it was justified by the facts before them, and those who adopted the conclusion of others without personal investigation of the documents may be thought by some to have been negligent of a primary duty, but it is impossible for me on the evidence to say that the belief in the truth of the prospectus, which they all aver, was not honestly entertained. Nevertheless, without the statute the plaintiff has no cause of action, and, therefore, if the law had remained as settled by *Derry* v. *Peek* the directors would certainly have escaped free. But the law has been altered, and it is sought to render them liable under the Act of 1890. The directors are persons who have authorized the issue of the prospectus, and they are liable to pay compensation to the plaintiff who has subscribed for shares on the faith of that prospectus for the loss or damage sustained by reason of the untrue statements therein, unless they can prove that they had reasonable grounds to believe, and did believe, that these statements were true. That they did so believe I have held. Had they reasonable grounds for that belief? The opinions of the several lords who took part in the decision of *Derry* v. *Peek* are full of passages illustrating the meaning of reasonable grounds for belief, and two of them (Lords Bramwell and Herschell) distinctly contemplated the possibility of the extension of liability of directors by legislative enactment. To verify what I have said by extracts from the report would be a long business; but I may with advantage quote one passage from Lord Herschell, p. 376, "I think that those who put before the public a prospectus to induce them to embark their money in a commercial enterprize ought to be vigilant to see that it contains such representations only as are in strict accordance with fact, and I should be very unwilling to give any countenance to the contrary idea. I think there is much to be said for the view that this moral duty ought to some extent to be converted into a legal obligation, and that the want of reasonable care to see that statements made under such circumstances are true should be made an actionable wrong." It seems to me that what Lord Herschell here suggested is just what has been done by the Act of 1890. Under that Act directors are made liable for loss incurred by their neglect to perform the moral duty if, notwithstanding that they believed the untrue statements to be true, they had no reasonable grounds for that belief. His lordship then proceeded to consider the case concerning each of the defendant directors and the promoter as disclosed by the evidence, and came to the conclusion that through their neglect they had no reasonable grounds for their belief that the untrue statements were true, and that they were all liable under the Act of 1890. With reference to the question arising under section 38 of the Companies Act, 1867, his lordship said that the promoter could not escape liability under that provision in respect of the non-disclosure of the agreement in the prospectus unless he could escape under the waiver clause. His lordship would assume that a statutory provision such as that in question could be waived, but in his opinion a waiver clause to be good must be so framed as to tell a reader of ordinary intelligence what is intended to be waived. The prospectus stated that there might be other agreements as to the formation of the company, the subscription to the capital or otherwise, to none of which the company was a party, and which might technically fall within section 38 of the Companies Act, 1867. The agreement in question was not one as to the formation of the company, or the subscription to the capital, and therefore, if covered at all by the language of the clause, it must fall within the words "or otherwise." An intending applicant for shares asked to waive the benefit of the statutory provision was entitled to some notion of the rights which he was giving up, and was also entitled to say that he did not give up anything which was not fairly brought under his notice. Whatever might be the effect of a better framed waiver clause, there was no waiver here. There must be the usual order as against the company for rescission of the contract and a declaration that the defendants under the Act of 1890 were severally liable to pay compensation to the plaintiff

by reason of the untrue statements in the prospectus, and, as against the promoter, that under section 38 of the Act of 1867 the prospectus was to be deemed to be fraudulent, with consequential directions.—COUNSEL, *Renshaw*, Q.C., and *Norman Craig*; *Bramwell Davis*, Q.C., and *T. W. Chitty*; *Warrington*, Q.C., and *Hans Hamilton*; *Edward Ford*. SOLICITORS, *Blachford, Riches, & Norton*; *Ashwell, Browning, & Tutin*; *Maddisons*; *Beyfus & Beyfus*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

Re **LAING. LAING** *v.* **RADCLIFFE.** Kekewich, J. 22nd Feb.

TRUSTS—INVESTMENT—LOAN TO TENANT FOR LIFE UPON PERSONAL CREDIT WITHOUT SECURITY—LIABILITY OF TRUSTEES.

This was a summons taken out by Mrs. Charlotte Elizabeth Laing, widow, asking that the defendants A. N. Radcliffe and H. F. A. Hood, as trustees of an indenture of settlement dated the 25th day of March, 1898, might be at liberty to advance upon loan to the plaintiff, upon her personal credit and without security, the whole or any part or parts from time to time of the funds subject to the trusts of the settlement. The summons was heard in chambers. The facts appear in the reserved judgment, delivered in court, and given below. For the plaintiffs, the tenant for life and the trustees, it was stated that the difficulty arose from a passage in Lewin on Trusts (10th ed.), p. 335—viz., "and trustees having a power, with the consent of the tenant for life, to lend on personal security, cannot lend on personal security to the tenant for life himself," and it was contended that *Keays* v. *Lane* (3 Ir. Rep. Eq. 1) does not bear out this proposition. In the analogous case of a tenant for life, whose consent is necessary to the exercise of a power of sale by trustees, the tenant for life may purchase from the trustees, as he stands in no fiduciary position towards the remainderman: *Dicconson* v. *Talbot* (6 Ch. App. 32). A loan on personal security existing before the settlement was continued on the borrower executing a bond to the trustees for the amount: *Pickard* v. *Anderson* (13 Eq. 608). For the grandchildren of the settlor, it was argued that in *Pickard* v. *Anderson* the borrower's power to consent to the loan being continued was not discussed. In *Keays* v. *Lane* the Lord Chancellor said that "Samuel Keays was at once under the limitations of the settlement as *cestui que trust* and a trustee bound to protect the interest of his children with reference to the disposal of the trust fund." The case is accepted as an authority in the text books (*cf.* Lewin on Trusts *l c.*, and Godefroi on Trusts (2nd ed.), p. 446. The tenant for life, moreover, is in a fiduciary position, and the court can dispense with his consent to a proper loan, if he refuses it: *Harrison* v. *Thexton* (5 Jur. N. S. 550). *Cur. adv. vult.*

KEKEWICH, J.—For a reason which will presently appear, I have thought it right to give judgment in court in this case which came before me in chambers. It is a summons by the plaintiff, Mrs. Laing, and asks for an order that the defendants, the trustees of a settlement of the 25th of March, 1898, may be at liberty to pay her, upon loan and upon her personal credit without security, the whole or any part or parts of the funds subject to the trusts of the settlement, and the question is whether the trusts of the settlement justify such an order. The settlement was made by Mrs. Laing when she was, as she still is, a widow. It was a voluntary settlement, and appears to have been made for the purpose of protecting the settlor against the importunities of her son. The subject-matter of the settlement was £750, which the trustees are directed to invest in their names in one of the modes there mentioned, or upon such personal credit without security as the trustees or trustee shall in their or his absolute and uncontrolled discretion think fit. Then follows a power to vary the investments from time to time, with the consent of the settlor during her life, and after her death at the discretion of the trustees, who are directed to hold the trust fund upon trust for the settlor for life, then upon such trusts as she shall by will appoint, and in default of appointment upon trust for all or any of the children or child of Aaron William Laing, the only son of the settlor, who, being sons, attain the age of twenty-one years, or, being daughters, attain that age or marry. There is a power to purchase freehold, copyhold, or leasehold hereditaments, and to manage the same, and also a power to purchase furniture or other household effects for the use of the settlor, or to pay to her for the purposes aforesaid the trust fund or any part thereof, but so that the purchased furniture and effects shall be held upon the trusts declared of the trust fund. These powers are expressed to be exercisable only during the life of the settlor, and upon her request in writing it is provided that the settlor may revoke the settlement at any time after the death of Aaron William Laing. I understood it to be stated to me in chambers that the £750 had been invested in one of the modes authorized by the settlement, but I cannot find this in the papers before me, and my judgment proceeds on the footing that this is immaterial, which I think it is. Mrs. Laing asks the trustees to advance her the whole £750 without security, and the question is whether such an advance is authorized by the settlement or not. A distinction was endeavoured to be drawn between an original investment and a change of investment, on the ground that the latter required the consent of the settlor, and that she could not properly consent to a change resulting in an advance to herself, and reference was made to *Harrison* v. *Thexton* (4 Jur. N. S. 550). I fail to see what bearing that case has on the present, or to find any reason why the trustees should not realize an existing investment, and advance the money to the settlor with her consent, if in truth they could have advanced it before investment. The distinction, as already stated, is, to my mind, immaterial. The question whether an advance to the lady is within the powers of the settlement or not is one of a different character. If no authority had been referred to, I should have had no hesitation in saying that it was authorized, but reference was made to a passage in Lewin on Trusts (10th ed.), p. 335, which is adverse to this view, and it was for this reason that I determined to give judgment in open court. The statement in Lewin is this: "And trustees having a power, with the consent of the tenant for life, to lend on personal security, cannot lend on personal security to the tenant for life himself." In support of this proposition a note refers to *Keays* v. *Lane* (3 Ir. Rep. Eq., p. 1). The note also mentions that a tenant for life, whose consent is necessary to the exercise of a power of sale by trustees, may purchase from the trustees. This, no doubt, is correct, as will be seen from the case of *Dicconson* v. *Talbot* (6 Ch. App. 32), but the suggestion is that the advance on personal security is not governed by the same considerations. My opinion apart from authority being what I have already mentioned, I must examine the authority cited to see whether it supports the proposition in the text. *Keays* v. *Lane* was a suit against a trustee charging him with breach of trust by lending part of the trust funds to the tenant for life. The breach of trust and the liability of the trustee for it were admitted, and the question of substance was whether the trustee was entitled to impound for his benefit the interest of the tenant for life at whose instance, and for whose benefit the breach of trust had been committed. The Lord Chancellor held that the trustee was so entitled, and in truth for the present purpose there is nothing more in the case. It was argued by the counsel for the petitioners that the trustees committed a breach of trust in lending part of the trust fund to the tenant for life, and that such a loan was not authorized under the power to invest on personal security. The Lord Chancellor does not expressly notice this argument. I do not think he can be taken to be referring to it when he says on p. 6 that the breach of trust consisted in the calling in of the trust fund of £5,000 in the year 1845, and putting it out not on proper security, but as a loan to Samuel Keays, who had the life interest in it, and on whose insolvency in 1849 it became lost and irrecoverable; nor can I see that the authorities cited by counsel in support of that argument (to which I have referred) do really support it. The truth is that the real breach of trust was, and was admitted to be, the advance to a man—namely, Samuel Keays, the tenant for life, who if not in embarrassed circumstances at the time of the advance, was at any rate a man of no means, or one to whom such an advance could not prudently be made. The advance on personal security there authorized was, like the advance on personal security here, treated by the settlement as a mode of investment, and it was not intended that the trustees should pay the trust money away to the tenant for life or anyone else without a reasonable expectation of recovering it when wanted, and in that case the trustees took a bond from Samuel Keays with a policy of assurance on his life as collateral security. It would be going too far to say that Samuel Keays' tenancy for life or its determinable character had nothing to do with the decision in that case, for it certainly had, but on the other hand I do not think that it is a sufficient, or indeed any, authority for the proposition in Lewin on Trusts. Being uncontrolled by authority, and seeing no objection on principle, I hold that the trustees are at liberty to advance the whole or any part of the trust property whether in their hands invested, or with the consent of the settlor obtained by realizing investments, to her on her personal security. This answers the question asked by the summons in one sense, that is, expresses the opinion of the court that the trustees are at liberty to advance the trust fund, realizing investments, if necessary, for that purpose, to the tenant for life on her personal security, that is, a bond or note of hand, if they think fit. This, however, I understand, will not content the trustees, who wish to know not only whether they may, if they think fit, but whether they ought, under the circumstances of the case, to make the advance. In this sense I am not prepared, on the present materials, to answer the question. There is evidence directed to shew that it is to the advantage of the family, including in that term all that can in any event derive benefit from the settlement, that the advance should be made, but I am by no means sure that such evidence can properly be regarded, and, at any rate, I am not disposed to give much weight to it. An advance on personal security differs, of course, materially from an investment in any other of the modes authorized by the settlement, and strictly it is not an advance on security at all. Nevertheless I think that what is contemplated is an advance by way of loan with the prospect of the money being repaid and being hereafter available for the beneficiaries under the settlement. It was neglect in this respect which constituted a breach of trust in *Keays* v. *Lane*, and the trustees of this settlement would, I think, be guilty of a breach of trust if they advanced the money to the tenant for life without being satisfied that sooner or later it would be recouped to the settlement, or at least there was a reasonable prospect of this being done. For this purpose it would of course be necessary to consider not merely the present position of the tenant for life, but also whether by means of the proposed advance she would probably improve that position and make it more likely that she would be responsible for such a sum. The evidence does not go to this. If the trustees are willing to make the investigations themselves, and forming their own conclusion to act on their own responsibility, there is no occasion for me to do more than say that they are at liberty to make the advance out of the trust fund if they think fit, but if they desire my sanction they must produce further evidence on the lines above indicated, and the summons must be adjourned for further hearing in chambers on that point. The costs of the tenant for life and the trustees to be taxed between solicitor and client must, in any event, come out of the trust fund.—COUNSEL, *F. G. Champernowne*; *W. S. Eastwood*. SOLICITORS, *Radcliffe, Cator, & Hood*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

SEN SEN CO. *v.* **BRITTEN.** Stirling, J. 17th and 22nd Feb. and 1st March.

TRADE-MARK—PASSING OFF—IMPROPER USE OF THE WORDS "TRADE-MARK"—MISREPRESENTATION.

This was a motion to restrain the defendant from passing off his goods as

or for those of the plaintiffs'. The plaintiffs were an American company who had sold in England certain medical preparations for the voice. They were made up in small packages in a distinctive way. At the top and bottom of the packages was the name "Sen Sen" with the words "trade-mark" under it. Across the packages there was a representation of a ribbon made up in a bow in three or four different colours. The packages were enclosed and sold in boxes, with a transparency in the front and at the back, behind which was placed a card bearing a representation of three of the packages. The defendant was the agent of a Canadian company who had recently introduced into England similar goods made up in packages and boxes which resembled those of the plaintiffs. The plaintiffs had used their trade-mark in America, and applied to have it registered in England, but there had as yet been no registration. The question was raised whether the public were likely to be deceived so as to take the defendant's goods for those of the plaintiffs. Also, whether the use of the words "trade-mark" upon the plaintiffs' packages was a misrepresentation such as to disentitle them to an injunction.

STIRLING, J., in giving judgment, said that in his opinion this case was a case in which the unwary purchaser might very easily be led to take the defendant's goods for those of the plaintiffs. There was a question whether the use of the word "trade-mark" by the plaintiffs amounted to a misrepresentation such as to disentitle the plaintiffs to an injunction. A trader might still acquire a trade-mark by user, and the effect of the Patents, Designs, and Trade-Marks Acts was not to provide that no one should have a trade-mark unless he registered it, but only that the owner of a trade-mark should not be entitled to sue in respect of any infringement unless he had registered it. His lordship referred to what was laid down by Cotton, L.J., in *Re Hudson* (34 W. R. 616; 32 Ch. D., at p. 320), and by Chitty, L.J., in *Barlow* v. *Johnson* (34 S. J. 298; 7 P. O. R., at p. 404). Then was a statement upon goods that a particular mark was a trade-mark a misrepresentation such as to deprive a plaintiff of any rights as to the get-up and appearance of his goods which he would otherwise have had? The plaintiffs had not been guilty of a misrepresentation under the Patents, Designs, and Trade-Marks Act, 1883 (46 & 47 Vict. c. 57), s. 105, or otherwise which would disentitle them to relief. The offence under the section was not in applying the trade-mark, but in representing that it was registered. The plaintiffs had certainly not put on their goods the word "registered." The words used were susceptible of the meaning that the trade-mark was one with all the ordinary rights and incidents of a registered trade-mark, but they did not necessarily bear that meaning. They might only mean that if a person desired to be sure that the goods purchased were those of the plaintiffs they must see that they bore the words "Sen Sen" which the plaintiffs had adopted as a trade-mark. This case was to be distinguished from *Lewis's* v. *Goodbody* (1892, 67 L. T. N. S. 194). His lordship was of opinion that there ought to be an interlocutory injunction.—COUNSEL, *Upjohn*, Q.C., and *Sebastian*; *Gatey*. SOLICITORS, *Keddey, Fletcher, & Fry*; *Church, Rendell, Todd, & Co.*, for *W. S. Restall*, Birmingham.

[Reported by PAUL STRICKLAND, Barrister-at-Law.]

High Court—Queen's Bench Division.

CAXTON AND ARRINGTON UNION *v.* **DEW.** Bruce, J. 1st March.

PRINCIPAL AND SURETY—LIABILITY—DISCHARGE—RATE COLLECTOR—POOR LAW GUARDIANS—ACQUIESCENCE IN IRREGULARITIES.

Action tried by Bruce, J., without a jury. The guardians of the above-mentioned union sued the defendants upon a bond of the 9th of November, 1889, in which they had joined as sureties to secure the due performance by Walter Dew, deceased, the son of one of the defendants, of the duties of collector of rates in the parish of Gamlingay, and the rendering by him of correct accounts for all moneys collected by him by virtue of that office. Walter Dew was removed from his office by order of the Local Government Board in August, 1897, and died in the following November. Upon his death it was found that a sum of £89 11s. 4d. collected by him for rates during the year 1897 had not been handed over, and the guardians brought this action to recover that sum from the sureties. The defence was that the plaintiffs were aware of similar defalcations by Walter Dew in the year 1896 and also that he was adjudicated a bankrupt in December, 1896, and had failed to take any steps to remove him from his office, and that this conduct on the part of the plaintiffs released the defendants from their obligation. The facts as to these matters appear from the judgment.

BRUCE, J.—I do not think that the defendants have made out their defence either in fact or in law. It does not appear that there was any failure on the part of Walter Dew in the summer of 1896 to pay over or account for to the plaintiffs moneys collected by him. In March, 1897, Walter Dew's accounts were audited by the auditor appointed by the Local Government Board and found correct. The guardians after that date had no complaint from the Local Government Board concerning Walter Dew's accounts or from anyone else. Prior to that date it appears that there had been delay on the part of Walter Dew in sending in his accounts to the guardians, and resolutions were passed by the board of guardians requiring him to make up the full amount of the contribution orders, and he seems to have complied with those resolutions. From his public examination, held before the registrar on the 19th of January and the 23rd of February, 1897, it appeared that he had got behind in public money which he had got in as rate collector, but this referred to the highway rates and not to the poor rates. The order of the 10th of August was made by the Local Government Board after the guardians had twice suggested for the consideration of the board whether Walter Dew was a fit and proper person to continue in the office of collector of poor rates. In these circumstances it does not appear to me that the conduct of the guardians is such as to release the sureties from their obligation on the bond. *Phillips* v. *Foxall* (L. R. 7 Q. B 666) is distinguishable, for in the present case there is no evidence that the plaintiffs had notice of any act of dishonesty on the part of Walter Dew in the course of his service. In *Mayor, &c., of Durham* v. *Fowler* (22 Q. B. D. 394) it was held that the plaintiff's acquiescence in the collector's irregular mode of accounting was was not such connivance as to discharge the sureties. But, further, in the present case the plaintiffs had no power to dismiss the collector, who was appointed on the 13th of May, 1881. There is therefore no connivance on the part of the plaintiffs, and *Byrne* v. *Muzio* (8 L. R. Ir. 396) is an authority to shew that the principle of *Phillips* v. *Foxall* does not apply in such a case. As one of the defendants was father and the other father-in-law of Walter Dew it is difficult to suppose that they were ignorant of the facts which appeared on the public examination. It is not enough for them to allege that they were not informed by the plaintiffs of the facts; it is necessary that they should allege and prove that they were ignorant of the facts. There must be judgment for the plaintiffs.—COUNSEL, *R. C. Glen* and *Bethune*; *Spencer Bower*. SOLICITORS, *Iliffe, Henley, & Sweet*, for *Wilkinson*, St. Neots; *Maskell*, for *Cranfield & Wheeler*, St. Neots.

[Reported by T. R. C. DILL, Barrister-at-Law.]

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Tuesday, the 28th day of February, 1899.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice North (1898—T.—No. 1,414).

In re Triticine Limited John Hick v. Triticine Limited

HALSBURY, C.

LAW SOCIETIES.

UNITED LAW SOCIETY.

The Earl of Halsbury, Lord Chancellor (president of the society), took the chair at the annual dinner, held at the Hotel Cecil on Monday, the 6th inst., when a large number of members and friends were present.

Sir H. Poland, Q.C., proposed "The Society," and referred to the deaths of Lord Justice Chitty and Lord Herschell, vice-presidents of the association, both popular and beloved men. Lord Herschell was not only a lawyer but a statesman. He had on many occasions been engaged in the service of his country, and when he met his tragic death at Washington he was serving his country in a way few who were left behind could serve her.

The Lord Chancellor, in reply to the toast, alluded to the large number of subjects discussed by the society at their meetings. Among these were vaccination and trial by jury. With regard to vaccination, he said he was surprised that anybody should object to conscience. But, if he might suggest a subject for further discussion, they might occupy their time on the question of conscientious belief. He could understand a man feeling a conscientious objection to something or other, but how a magistrate could ascertain whether a man really had a conscience or not was one of those puzzles he would remit to the deliberations of that society, because he did not believe anybody else would ever find it out. Referring to the system of trial by jury, the Lord Chancellor considered that a common or a special jury was a most valuable guarantee for the liberty of the subject, and he did not mind encountering from time to time observations which he saw made about juries, partly, he thought, from a very imperfect appreciation of our institutions. We in England did not care what other people thought on the matter when we had once formed an opinion. He would advise them, however, not to say any such thing in any other country. But he solemnly and seriously believed that trial by jury was one of those things which was too lightly regarded. He knew that among a certain class it had been supposed that a judge was very much better than a jury. After long experience he could say deliberately that as a rule juries were more generally right than were judges. But what appeared to him as a most valuable thing in the administration of justice was this—that where they had a judge and jury, the judge was responsible for laying down the law and the jury had to decide the facts. It was forgotten by many that that division of responsibility made the judge more careful what law he laid down, and the jury would have put before them distinctly what was the fact that they had to determine. Those who sat in the Courts of Appeal had from time to time to complain that the law and the facts were so muddled up together that it could scarcely be said which was one and which was the other. Besides that, he was further very strongly of opinion that the definite responsibility of both judge and jury enabled a proper analysis and review of the thing that was done. Then it should not be forgotten that a most valuable education was given to all classes in the community by people from all over the country being chosen to serve on juries. What better education could there be than everybody assisting in turn to probe questions to the bottom—an education, he believed, which the people of no

other country possessed. He believed the people of this country revolted at anything like injustice in the administration of the law. He supposed he ought to be careful what he said just now on that subject; but he did not for one moment believe that any single man in this country would endure for an instant that something should be given in evidence against the person accused of which he accused himself was not apprised.

Mr. W. S. Sherrington (vice-chairman of the society) proposed the toast of "The Visitors," coupling therewith the name of Mr. Joseph Walton, Q.C. The brevity which characterized the proceedings of the Commercial Court suggested the converse of the remark of the Indian, "too much whisky is enough for me." It might be said "enough brevity is too much for the Commercial Court."

Mr. Joseph Walton, Q.C., responded for the visitors, expressing his regret at not having as a bar student become a member of the society.

Mr. J. R. Yates (chairman of the society) in proposing the health of the Lord Chancellor recalled the fact that a Giffard had been Chancellor to the Conqueror, and that several English sovereigns had chosen their chancellors from that family, and drew an imaginative picture of a re-incarnated Norman Chancellor Giffard assisting his illustrious successor in deciding *Allen* v. *Flood*, and in otherwise performing the present duties of a Lord Chancellor.

The Lord Chancellor briefly responded, expressing the wish that society papers would adopt the discreet reticence respecting himself personally which had been exercised by the proposer of his health.

THE BIRMINGHAM LAW SOCIETY.

The following are extracts from the report of the committee:

Members.—Since the last annual meeting fifteen new members have been elected, two have ceased to be members, and three have died; the number now on the register is 340; seventeen barristers have during the year subscribed for the privilege of using the library.

Law Classes.—The numbers attending these classes are well maintained. In all, sixty-two students joined the classes in the course of the year, a gratifying evidence that the efforts of Mr. Pearson are being appreciated. Your committee have re-appointed Mr. Pearson as reader for the ensuing session, and they have also received an intimation from the Council of the Incorporated Law Society, U.K., that the annual grant of £100 hitherto made to the Law Lecture Fund by the Council will be continued for 1899.

Land Transfer.—The operation of the second part of the Act passed in the session of 1897, which has for its object the compulsory registration of titles to land in a public registry, has only recently begun to take practical effect. The London County Council determined last year, notwithstanding the adverse opinion of the majority of the public bodies which they consulted on the subject, not to veto the adoption of the Act within the district of their authority, and accordingly allowed the Order in Council to come into force. A section of the Metropolis has been chosen as the district for its initial operation, and it was intended that the date for the commencement of the new system should have been the 1st of September last. It was found, however, that the necessary details and arrangements were not in a sufficiently complete state at the registry by this date, and a further order was subsequently made by which the operation of the Act in this restricted area commenced on the 1st of January, 1899. It has been considered essential by many of the law societies that an accurate account should be kept of the cost of the working of this Act, and of the sources from which such cost is met, and your committee in common with those of other societies have communicated with the Incorporated Law Society, who have made representations to the Lord Chancellor on the subject.

Receipts for Local Rates.—In order to facilitate the making of apportionments on the completion of purchases, your committee have during the year been in correspondence with the various rating authorities of Birmingham and the district, with a view to inducing them to have printed on the receipts given for local rates the period covered by such rates. Several of the authorities have adopted the suggestion and the alteration has appeared on receipts given for rates during the year, but your committee regret that they have not been able to secure the co-operation of all the authorities and thus make this obvious improvement an invariable practice in Birmingham and the district around. Your committee still hope, however, now that attention has been called to the matter the remaining authorities will on further consideration be able to see their way in the near future to adopt the suggestion. They appeal to those of our members who are clerks of local authorities to aid in the furtherance of this object.

NOTTINGHAM INCORPORATED LAW SOCIETY.

The twenty-fourth annual meeting of this society was held on the 25th of January, the president, Mr. Kentish Wright, in the chair.

The President addressed the meeting on the work of the council during the past year and moved "That the annual report be taken as read and that the same be received and adopted"; the Vice-President seconded the motion and it was carried unanimously.

On the vote for the officers and members of the council for the ensuing year being taken, the following gentlemen were elected to the undermentioned offices, viz.: president, Mr. Hanwell Holmes Carter; vice-president, Mr. John Johnstone; treasurer, Mr. James Trevelyan Ward; honorary secretary, Mr. Arthur Barlow; auditors, Messrs. Frederick Arthur Wadsworth and Henry Anson; council—Messrs. William Bryan (Mansfield), Richard Enfield, Edward Henry Fraser, D.C.L., J.P., John Alfred Henderson Green, George Parr, Frederic Wadsworth, Thomas Flewitt Walker, and John Kentish Wright, B.A., J.P.

On the motion of Mr. J. A. H. Green, seconded by Mr. William Bryan, a vote of thanks was accorded to the retiring president. A vote of thanks was also given to the other officers and to the council.

The following are extracts from the report of the council:

Members.—During the past year four new members have been elected—namely, Messrs. George Douglas Hazzledine, William Palmer, John James Robinson, and Frank Searby. The number of members who joined the society at its formation in 1875 was 57; since that time 32 have died, 27 have resigned, 42 have been taken off the list of members, and 180 have been elected. The present number of members is 136, being a net decrease during the year of two. There are seven associates of this society with the privilege of using the law library.

Land Transfer Act.—The operation of the second portion of the Act by which in such districts as should be fixed by Order in Council registration of title became compulsory on sales has been delayed. It will be remembered that owing to representations made by the Law Society of the United Kingdom and other bodies a compromise was arrived at, by which this portion of the Act should, for the present, only take effect in one county, and with the consent of the council of that county, and that thereafter for three years it should not be extended to any other counties. A long delay ensued, owing, apparently, to the unwillingness of any county to offer itself to be experimented on, but at length an Order in Council was made, by which the Act was to take effect in four parishes in the county of London on the 1st of July, 1898. This period was subsequently, by a further order, extended to the 1st of October, 1898, and now, by a third, and, it is to be hoped, final order, it is again extended to the 1st of January, 1899. In other parishes in the same county the Act is to come into operation at different intervals up to the 1st of October, 1899. It is to be noticed that the district selected for the experiment is one where the cumbrous and expensive system of registration of deeds was previously in force, and if the new system is found to be an improvement there, it by no means follows that it will be equally satisfactory in counties not previously hampered by registration of deeds. An extremely long set of rules has been issued for the working of the Act. These rules were submitted to this council in draft, and were carefully considered, and various alterations were suggested, the most important of which have been accepted, and are now incorporated with the rules as finally issued.

Workmen's Compensation Act.—The Workmen's Compensation Act came into operation on the 1st of July, 1898, and many difficult points of law have already arisen under its provisions. A bulky set of rules and forms was also issued under this Act and was also considered by this council in draft. Some of the rules appeared to be prejudicial to the interests of the profession, and a deputation of the council was kindly received by his Honour Judge Masterman, who accepted the principal suggestions made by the council, and undertook to forward them to the proper quarter with his support. The council did not succeed in obtaining the alterations asked for in the present rules, but they have every reason to hope that before long supplemental rules will be issued containing their suggested amendments. The president of the Law Society of the United Kingdom has expressed his appreciation of the assistance given in this matter by this council.

LAW ASSOCIATION.

A meeting of the directors was held at the Hall of the Incorporated Law Society, on Thursday, the 2nd inst., Mr Sidney Smith in the chair. The other directors present were Mr. Daw, Mr. Peacock, Mr. Vallance, and Mr. E. W. Williamson. A sum of £30 was distributed in grants of relief, two new members were admitted to the association, and other general business transacted.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 8th inst., Mr. Richard W. Tweedie in the chair. The other directors present being Messrs. H. Morten Cotton, Grantham R. Dodd, Walter Dowson, William Geare, J. Roger B. Gregory, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), Richard Pennington, J.P., Sidney Smith, F. T. Woolbert, and J. T. Scott (secretary). A sum of £435 was distributed in grants of relief, three new members were admitted to the association, and other general business transacted.

ALLIANCE ASSURANCE COMPANY.

Quinquennial Meeting.

The annual general court of members of the Alliance Assurance Co. was held on Wednesday at the head offices, Bartholomew-lane, the Right Hon. Lord Rothschild (chairman) presiding.

The report on the actuarial valuation of the assets and liabilities of the life assurance account of the company for the quinquennium ending the 31st of December, 1898, stated that during the year 1,672 policies were issued for a total sum of £1,205,715. After deducting the amounts reassured with other offices there remained a net sum assured of £1,057,215, on which the new premiums amounted to £42,325. The net premium income received during the year amounted to £322,943 18s. 11d.; annuity considerations, £27,358 6s. 6d.; interest (less income tax) on the life funds, £111,621 15s. 2d.; registration fees, £132 15s. 2d.; making a total of £462,056 15s. 9d. The claims, surrenders, annuities, and cash bonuses amounted to £250,986 7s. 11d., expenses of management (including agency commission and £8 3s. 11d. bad debts) being 10 per cent. of the net life premium £32,294 8s., making a total of £283,280 15s. 11d., and the surplus on the year's account was £178,775 19s. 10d. With the year 1898 ended the fifteenth quinquennial term of the company, and the following is a short summary of the life business transacted in the term (1894 to 1898 inclusive): Number of life policies issued, 7,910;

gross amount assured under new life policies, £5,733,409; average amount of each policy, a fraction over £753; net premiums received on new policies and renewals, £1,398,319 12s. 10d.; amount of annuity considerations received, £171,434 18s. 9d.; interest (less income tax) and registration fees, £501,389 5s. 7d.; making the total income, £2,071,143 17s. 2d. The claims under life policies were £994,565 0s. 1d.; annuities paid, £39,436 17s. 6d.; surrender of policies and bonuses, £74,121 9s. 7d.; expenditure, commission, and bad debts, £144,481 17s. 11d.; applied in writing down the value of the company's premises, £8,577 17s. 9d.; transferred to profit and loss account the members' share of profits in the quinquennium, 1889-1893, £55,000—£1,316,183 2s. 10d. Thus the excess of income over outgoings in the life department for the quinquennium was £754,960 14s. 4d. The actuary's report to the directors stated that the contracts in the life department in force on the 31st of December, 1898, were as follows: 18,279 polices assuring with bonus additions £11,927,685; 195 annuity contracts securing £17,671 per annum. The valuation has been made on the following basis: Rate of interest: 3 per cent., per annum throughout. (The rate of interest on the funds (in which are included the uninvested funds) of the company during the quinquennium averaged £3 16s. 6d. per cent. per annum, after deducting income tax.) Mortality table: (1) The Institute of Actuaries' combined H^M and H^M (5) tables of mortality for ordinary whole life assurances more than five years in force, and the H^M table for other assurances, excepting contingent survivorship assurances; (2) the Carlisle table for contingent survivorship assurances; (3) the Government annuitants table, 1883, for annuities. The net or pure premium method of valuation had been employed, according to which the whole of the future "loading" (*i.e.*, the difference between the net or risk premiums and the premiums actually payable) was reserved as a provision for expenses and profits. In addition to the liability thus brought out, special reserves had been made to provide for: (1) Future expenses and profits in respect of limited premium and paid-up policies. (2) The payment of claims immediately after proof of death. (3) The liability in respect of lapsed policies capable of reinstatement, and policies kept in force under the company's non-forfeiture regulations. The total net liability thus ascertained was £2,776 987 2s. The total life assurance and annuity funds on the 31st of December, 1898, amounted to £3,125,358 16s. 2d., and deducting the total net liability above referred to—viz., £2,776,987 2s., a balance remained of £348,371 14s. 2d.; adding the interim bonuses paid during the quinquennium—viz., £13,190, the ascertained surplus for the quinquennium was £361,561 14s. 2d.; and deducting the undivided profit at the last valuation (£41,500), with interest thereon, viz., £48,100: the net amount of profit earned during the quinquennium was £313,461 14s. 2d. The directors had resolved: (1) To carry forward the sum of £3,461 14s. 2d.; (2) to apportion the balance of £310,000 between the members and the participating policyholders in the proportion of one-fifth and four-fifths respectively, in accordance with the regulations of the company—namely, £62,000 to the former (to be carried to profit and loss account), and £248,000 to the latter. The sum of £13,190 having been paid during the quinquennium in the form of interim bonuses, there remained for the benefit of the participating policyholders £234,810, making, with the sum of £48,100 referred to above, a total of £282,910. Of this a sum of £41,500 had been carried forward, and the balance, viz., £241,410, had been dealt with as follows: (*a*) In providing bonus additions in respect of Alliance participating policies effected on or before the 31st of December, 1893. In these cases the rate of bonus on individual policies would vary according to the rate of premium and the duration of the policy; (*b*) in providing bonus additions, at the rate of £1 10s. per cent. per annum on the sums assured for each year's premium paid since the last allotment of profits, in respect of all other participating policies. The fire premium income in the year had amounted to £543,729 9s. 10d., and the interest (less income tax) to £50,906 0s. 4d., making a total of £594,635 10s. 2d. The claims, including ample provision for all outstanding claims, were £304,651 0s. 7d., the commission and expenses of management and bad debts (£56 11s. 8d.) £196,676 14s. 2d.; income tax (excluding income tax on interest and dividends) amounted to £3,009 2s. 3d. making a total of £504,336 17s. and leaving a surplus of £90,298 13s. 2d. The claims for the year had amounted to £56 0s. 7d. per cent. of the premium income, a percentage largely in excess of the average loss ratio of the company. The losses in respect of the company's business on the Continent of Europe has been unduly heavy, resulting in a small adverse balance on the year's operations, and the losses on the company's large home business, particularly on farming produce and on property in provincial towns, had been not only unusually numerous, but large in individual amounts. While it was difficult to account for such abnormal losses happening in a year of great national prosperity, the directors believed that the cause might in some degree be attributable to the almost unprecedented drought, lasting over a considerable portion of the year, with the consequent scarcity of water for fire extinction. The amount on leasehold and investment policies account had increased during the year from £63,501 10s. 7d. to £86,485 14s. 7d., and deducting undivided profit at the last valuation (£41,500), with interest thereon, £48,100, the net amount of profit earned during the quinquennium was £313,461 14s. 2d. The directors had resolved (1) To carry forward the sum of £3,461 14s. 2d.; (2) to apportion the balance of £310,000 between the members and the participating policyholders in the proportion of one-fifth and four-fifths respectively, in accordance with the regulations of the company—namely, £62,000 to the former (to be carried to profit and loss account), and £248,000 to the latter. The sum of £13,190 having been paid during the quinquennium in the form of interim bonuses, there remained for the benefit of the participating policyholders £234,810, making, with the sum of £48,100 referred to above, a total of £282,910. Of this a sum of £41,500 had been carried forward, and the balance—viz., £241,410, has been dealt with as follows: (*a*) In providing bonus additions in respect of Alliance participating policies effected on or before the 31st of December, 1893. In these cases the rate of bonus on individual polices would vary according to the rate of premium and the duration of the policy. (*b*) In providing bonus additions, at the rate of £1 10s. per cent. per annum.

Mr. Robert Lewis (chief secretary) having read the notice convening the meeting,

The Chairman moved the adoption of the report. He observed that, as a matter of course, on occasions such as this the shareholders should review not only the business of the past year but of the quinquennium. If they looked at the fire business last year they would notice that, although the company received very nearly the same amount of premium as it had done in former years, still the account was, in his opinion, on the whole an unsatisfactory one. It was so because, according to past experience, the fire account ought to have been a very good one last year, because when trade was good and the country was flourishing this was usually the case. But unfortunately, so far as the company was concerned, the fire business had been unsatisfactory, he could only suppose on account of the continued drought, the shortness of water all over the country, and the great heat, which might have affected those particular risks which the company had always considered profitable—namely, the risks connected with agriculture. Whilst he was on that part of the business he might say that long experience had taught the board that their best business was the home business, and that for an increase in the home business the directors looked to the support of those with whom they were associated. So far as the foreign business was concerned, he could assure them that it had the directors most careful consideration, and the competition being so great in the home business, they would do their best to secure foreign business, but they intended to be as conservative with it in the future as in the past, and hoped that it would be as profitable in the future as home business had been in the past. With regard to the life business during the last year they had every reason to congratulate themselves upon the increase in the business since they had adopted the new regulations, which appeared to be very popular. At the present moment there was in existence with participation in profits 14,532 policies and 3,747 policies without participation in profits, making the sum total of 18,279 people who were insured in the company. The total sums insured, with bonus additions, amounted to £11,927,685, and the net liabilities at the present moment on these insurances were only £2,776,987, so that it would be clear that the majority of the business must be, comparatively speaking, new business on young lives. During the past year, although the number of lives insured in the company was larger than at any previous period, and although the general mortality was less, the company suffered from the fact that the policyholders who died were generally very young people, so that the company had not received on the policies the amount of premium which was to have been expected, and that would account for the profit not being quite so large as was anticipated. But the theory of averages would correct that, and this would be probably regained the next quinquennium. He ought to refer to the fall in the rate of interest. The board had not thought it necessary to alter the manner of calculating the business of the life department. It was still calculated at the rate of 3 per cent. Some few offices had already gone to a lower rate. He did not know if that would be the policy of the board at the next quinquennium. It probably would not be, but instead of calculating a lower rate of interest than 3 per cent. it might be that the board should put by a sum out of the profits every quinquennium to make up any deficit which might arise in the future. As a matter of course, in a business of this kind there was always a certain sum of money which was unproductive. In order to carry on the business it was necessary to have a great many branch establishments and many banking accounts, and the balances at the various bankers did not produce any interest.

Mr. James Fletcher seconded the motion, which was carried unanimously.

On the motion of the Chairman, seconded by Mr. Fletcher, the retiring directors, the Right Hon. Lord Battersea, Sir George Curtis Lampson, Bart., Mr. Edward H. Lushington, and Lieut.-Col. F. Anderson Stebbing, were re-elected.

On the motion of Mr. Smith Harvey, seconded by Mr. W. F. Batley, Mr. John Cator was elected an auditor to fill the vacancy caused by the retirement of Mr. Ian Heathcoat-Amory.

Mr. Henry White, as a shareholder, said he was very gratified at the reports, and took a little brighter view of the company's affairs than the chairman had done. He had looked through the reports for the last three years, and had been astonished to find the immense volume of the new business. During that time there was no less than 4,834 policies, and the new premiums for those years was £135 000. Someone must be very active to secure the patronage of the public in this way. It was simply marvellous. It must be remembered it was ordinary life business, and not industrial, and the report told them that the policies averaged something like £800 each. He thought that was far better than fire business, because life business was more stable, and a man having insured his life did not readily change into another office. The fire business also was not to be despised. During the three years 1896, 1897, and 1898 the company had actually got new premiums amounting to £40,000. In these days of competition that was a very excellent result. The chairman had spoken of the losses. The company had had 6 per cent. above the normal loss for the last year. Taking the last ten years, the losses were in 1888 only 42; 1889, 42; 1890, 47; 1891, 46; 1895, 99; and 33 and 54. Taking the last ten years it was under 50 per cent., which was not a very unhappy result. As long as they kept within 50 per cent. they could not be very wrong. The chairman had explained the reason of the loss, and it must be remembered this was not the only office which had suffered. The report was one of the most satisfying the company had received for a long time.

Mr. BATLEY asked how the office stood at present with regard to the transactions with Sir Tatton Sykes.

Mr. LEWIS replied that there were three mortgages, two for £10,000 each, and one for £7,500. Sir Tatton had denied that he had attached his signature to any of the mortgages. He had had to admit in court that he did sign one mortgage, but the jury believed that he did not sign the second mortgage. The first mortgage would be paid off next month, and the company had ample security for the amount which would be still due to it. He did not think the company would make any loss beyond the cost of that suit.

Mr. BATLEY said the answer was perfectly satisfactory.

Mr. WHITE moved that the best thanks of the meeting be tendered to the directors, the secretary, the under-secretaries, and the working staff for the very great energy they had displayed in promoting the interests of the company during the past twelve months.

Mr. SMITH HARVEY seconded the motion, and it was adopted.

The CHAIRMAN, in returning thanks, assured the meeting that the directors and staff would do their best not only to keep up the good reputation of the company, but to increase it.

Mr. C. O NICHOLLS, F.C.A. (auditor), said that at the general meeting last year he had expressed the very great confidence he felt in the accounts of the company. He could only reiterate that statement to-day most emphatically.

LEGAL NEWS.

OBITUARY.

Mr. JAMES BENJAMIN REDFORD BULWER, Q.C., one of the Masters in Lunacy, died on Saturday last. He was the eldest son of the late Rev. J. Bulwer, M.A., rector of Hunworth-cum-Stody, Norfolk, and was born in 1820. He was called to the bar in 1847 and was appointed a Queen's Counsel in 1865. Mr. Bulwer was Recorder of Ipswich from 1861 to 1866, and of Cambridge from 1866 to 1898. He was Member of Parliament for Ipswich from 1874 to 1880 and for Cambridgeshire from 1881 to 1885. In 1886 he was appointed a Master in Lunacy. He was for some time common law editor of the *Law Reports*. He took an active interest in the Inns of Court Volunteer Corps, and attained the rank of Lieutenant-Colonel. At the memorial service, which was held on Wednesday at the Temple Church, there were present Mr. Justice Grantham, Mr. Justice Gorell Barnes, the Attorney-General, and several officers of the Inns of Court Rifle Volunteers, including Colonel Cecil Russell, Colonel Coltman, Major Sankey, and Major Alexander Glen.

CHANGES IN PARTNERSHIPS.

The practices of Messrs. JOHN TAYLOR & SON, late of 14, Great James-street, Mr. WALTER M. WILLCOCKS, late of 8, New-inn, and Messrs. ELCUM & LEMON, late of 13, Bedford-row, have been amalgamated under the style of TAYLOR, WILLCOCKS, & LEMON, the members of the new firm being Messrs. WILLIAM HENRY TAYLOR, WALTER MORGAN WILLCOCKS, and FRANK LEMON, with offices at Bank Chambers, 218, Strand, and 226, Lavender-hill, S.W.

DISSOLUTION.

EDWARD FRANCIS DAY and the Honourable CHARLES RUSSELL, solicitors (Day, Russell, & Co.), 37, Norfolk-street, Strand, London. March 1.

[*Gazette*, March 3.

GENERAL.

It is stated that over £48,000 more than in 1898-99 will be required in the coming financial year for the administration of the departments of law and justice. An increase will be shown in most items, but mainly for land registry, prisons in England and the colonies, and the Irish Land Commission.

It is announced that the funeral service for the late Lord Herschell will take place, as nearly as can at present be foreseen, in Westminster Abbey on Tuesday, the 21st inst., at noon. The Lantern and South Transept will be reserved for the mourners' friends; and to other persons, as far as space will allow, admittance will be given by ticket. Application for these should be made to the executors, Captain C. P. Kindersley, or Mr. Victor A. Williamson, C.M.G., 46, Grosvenor-gardens, S.W. At the close of the service the remains will be removed for interment on the following day at Clyffe, Dorset. Any persons desiring tickets are requested to apply with as little delay as possible, in order that details may be arranged.

Mr. Justice Lawrance on Tuesday unveiled a stained-glass window erected in York Minister as a memorial of the late Sir Frank Lockwood, who represented the city in Parliament for twelve years. Underneath the window, engraved on a brass tablet, is the following inscription: "To the memory of Sir Frank Lockwood, knight, born a Yorkshireman 1846, died in London 1897, M.P. for the City of York for twelve years, some time Solicitor-General, honoured as an advocate, beloved as a friend by all ranks and conditions of men, whose sunny humour was the light of many lives, this window has been erected in this Cathedral church of York by those who mourn his early death." Mr. Justice Lawrance delivered a short address before unveiling the window, and the Dean of York, on behalf of the Chapter, thereafter accepted the memorial.

In the House of Lords on the 2nd inst. Lord James of Hereford, referring to the death of Lord Herschell, said: I had opportunities of judging of Lord Herschell's great qualities which few men had. We served as law officers of the Crown together for some five years. We served under circumstances of a peculiar character. Our labours were severe, and I recollect with gratitude how generous was the conduct of Lord Herschell in bearing the greater share of those labours. During that period I learnt to know how great was the area of his knowledge, how strong and discerning were his perceptive faculties, and with what a true and just judgment he always determined every question that came before him. This House may thank him for his labours, but the public are sure to recognize how well he deserved thanks. In one of the last interviews I had with Lord Herschell he told me of the claim that had been made on his services by the Prime Minister to represent this country under circumstances of great delicacy. At the same time he told me of his system overwrought, and how weary and worn he was, how he was looking forward to a long period of rest and repose with those who were very near and dear to him; but he turned aside from that prospect of restoration to health, and cast not one lingering look upon it in order that he might do his duty to his country.

In the House of Commons on the 3rd inst. Captain Ragot, on behalf of Mr. W. Ambrose, asked the First Commissioner of Works whether he was aware that in the probate registry, Somerset House, on the same floor as room No. 9 (the literary search-room), at the western end of the passage there were rooms containing registers of wills and Administration Act books; that these rooms were divided from the passage by wooden partitions; that they had wooden floors; that the floor of the passage at this part was also of wood; that a wooden beam ran across the ceiling; that naked gas lights were used in these rooms, and also in the passage; and that the walls were blackened by such naked gas lights; and would he take such steps as might be necessary to secure the safety of these rooms and their contents against fire? Mr. Akers-Douglas said: The statements in the question of my hon. and learned friend are in the main correct, but I am informed that the registers contain copies only of the wills, and that all the papers in the rooms could be replaced if destroyed. I have received no representation from the head of the probate registry that he is dissatisfied with the arrangements made for the safety of the records, for the custody of which he is responsible; and, so far as I am able to judge, there are no special circumstances in regard to these rooms which would justify the large outlay which would be necessary to render them fireproof.

On Tuesday, at a dinner given to the Lord Mayor and Sheriffs by the Gold and Silver Wyre Drawers' Company, Mr. Alderman and Sheriff Alliston, in proposing "Her Majesty's Judges," stated that they were now within measurable distance of seeing new Law Courts, worthy of the City, erected on the site at present occupied by the Central Criminal Court. Mr. Justice Grantham, who responded, said that it was impossible, on the present site alone, for any courts to be built which would be worthy of the City. At the request of the Lord Chief Justice, some two years ago, he and another judge examined the plans for rebuilding the Central Criminal Court, and the conclusion they come to was that it was imperative that additional space should be secured for the purpose. The Lord Mayor, in giving the toast of "The Company," later in the evening, and after Mr. Justice Grantham had left, said that he desired to make an explanation in view of the serious mistake into which that learned judge had fallen. For many years the question of building a Central Criminal Court worthy of the City had been a source of great anxiety to them. He was pleased, however, to take advantage of the opportunity of announcing to the public that, for the sum of £40,000, the City had secured the male wing of Newgate, which was the property of the Government. Consequently, the new Central Criminal Court would be erected, not in its present shabby proportions, but so as to occupy the entire site of Newgate, extending up to Newgate-street.

Mr. Justice Darling, in his charge to the grand jury at the Chester Assizes, on Monday, referred to the case of William Upton, who was charged with the murder, by an illegal operation, of Mary Murray at Macclesfield. He said it had been laid down, and there was no doubt about the law, that any person performing such an operation and thereby killing another person was guilty of murder. Quite recently several persons had been convicted of murder, but no one who did not live in the clouds—and he did not think it was his business to live there—could help knowing that there was the gravest discussion about the law on the subject being what it was, and that the sentences of death which had been passed in three of these cases within a very short time had not been carried out. At the time they were passed everybody knew they would not be carried out. To his mind it was putting the judges not merely in an undignified position, but in an absurd position, and the juries too, and it was not well that the highest penalty which man had it in his power to inflict should be gravely decreed against people with the full knowledge that the whole proceeding was nothing but a sham from the moment the trial began. He should advise the grand jury to consider the bill in this way: If they thought that the person who inflicted the wound wished to kill the woman, or did not care whether he killed the woman or not, then they would find a true bill, and he would be tried for murder. But if the prisoner only meant to procure abortion, and in the doing of that he did what he did not mean to do—viz., kill the woman—then he would advise them not to return a true bill for murder. The grand jury adopted his lordship's suggestion and threw out the bill for murder.

There will be published shortly the rules and regulations prescribed under the Marriage Act, 1898 (61 & 62 Vict. c. 58), for the guidance of "authorized persons" and of the trustees or governing bodies of registered buildings in which marriages may be solemnized without the presence of a registrar. These rules have been made by the Registrar-General, with the approval of the Local Government Board, and give very full particulars respecting the

registered building, the authorized person, the solemnization and registration of marriages, and other important points. The presence of a duly authorized person is essential for a marriage under the new Act, but no authorized person must act until his appointment has been received and acknowledged by the Registrar-General. This book of regulations, in which their duties and obligations are set forth, should be carefully studied by authorized persons. Failure to do this may not only render them liable to the heavy penalties specified in section 12 of the Marriage Act, 1898, and also in the Marriage Acts, 1836 to 1866, but may lead to the illegal solemnization of marriages. A marriage in a registered building, under the Marriage Act, 1898, must be solemnized with open doors, between the hours of 8 in the morning and 3 in the afternoon, in the presence of an authorized person for that building or for some other registered building in the same registration district and of two or more credible witnesses. In some part of the ceremony each of the parties must, in the presence of the authorized person and the witnesses, declare that they know of no lawful impediment why they may not be joined in matrimony to each other, and each of the parties must also recite the form of contracting words prescribed. An authorized Welsh translation of the declaration and form of contracting words is provided for the use of parties who speak Welsh and cannot speak English. The Act will come into operation on the 1st of April next.

A little book, written by M. Jean Cruppi, a distinguished French barrister, and one of the minority of the committee which reported on M. Dupuy's law to the Chamber, will, says the *St. James's Gazette*, do something to make the Dreyfus mystery clear. It is called "La Cour d'Assises." M. Cruppi is a reformer, and one of the most interesting features of his book to us is his comparison between French and English methods, which is made with a constant leaning to our side. Two leading, and from our point of view most discreditable, truths are forcibly brought out by the writer. The first is, that the work of a criminal judge is considered by French lawyers as very inferior to the civil. The second is, that neither the jury, nor the public, nor the very lawyers expect a judge to be impartial. He is looked upon by all of them as a member of the body of lawyers engaged in the prosecution. There are historical reasons, which M. Cruppi sets forth, for the inferior standing of the criminal judges. Here, as in so much else, Napoleon was a notable sinner. The practical result is, that no Frenchman who is ambitious to rise on the bench does more criminal work than he can help. The presidents of the Courts of Assises are chosen from among the "conseilliers" of the "Cour d'Appel." They have frequently no experience of a criminal court. They do their duty as a necessary but coarse task which they must get through in such a way as to recommend themselves for promotion to the more dignified civil side. They are chosen by the Minister of Justice, who is guided at best by the general opinion of the profession. It is a detail which explains a good deal, that their pay is inferior not only to that of the judges who preside in civil cases, but to that of the "procureur," who conducts the prosecution and who sits on a level with themselves. In such circumstances it must be difficult indeed to secure zealous, competent, and independent judges. Finally, a president of a "Cour d'Assises" has commonly no time to gain experience, since he only passes through the criminal court on his way back to the civil side. One of the ways in which a French lawyer recommends himself for the desired promotion, while he is doing duty as a president of the Court of Assizes, is by his conduct of the interrogation of the prisoner. M. Cruppi shews that this part of a French trial—which to us is often so shocking—has grown into an abuse in the last two generations by mere use and wont. The prominence given to it is not justified by the text of any law. M. Cruppi indicates pretty clearly that it has swollen to its present proportions simply through the vanity of the judges, which eggs them on to shew off their cleverness, and out of their desire to make favour with the Minister of Justice by securing verdicts. He draws a picture which is certainly not exaggerated of a president of a "Cour d'Assises" engaged in a wrangle with a clever prisoner, growing heated and passionate, and finally abusive. In fact, the partiality of French criminal judges has long been so notorious that the right of making a *résumé*, or summing up, was taken away from them some years ago, because these addresses to the jury were found to be speeches for the prosecution. The percentage of acquittals by the "Cour d'Assises" of the Seine (*i.e.*, of Paris) is nearly three times higher than at the Old Bailey, where the prisoner has every chance—and M. Cruppi, like many other observers, accounts for this very largely by the fact that the sentimental feelings of the jury are aroused on behalf of the much bullied prisoner.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, March 13	Mr. Carrington	Mr. Greswell	Mr. Jackson
Tuesday 14	Lavie	Church	Pemberton
Wednesday 15	Carrington	Greswell	Jackson
Thursday 16	Lavie	Church	Pemberton
Friday 17	Carrington	Greswell	Jackson
Saturday 18	Lavie	Church	Pemberton
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, March 13	Mr. Godfrey	Mr. Pugh	Mr. Farmer
Tuesday 14	Leach	Beal	King
Wednesday 15	Godfrey	Pugh	Farmer
Thursday 16	Leach	Beal	King
Friday 17	Godfrey	Pugh	Farmer
Saturday 18	Leach	Beal	King

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 15.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m., Freehold Property known as the Model Farm, Nesaden-lane. Solicitors, Messrs. Frame & Son, and Messrs. Bircham & Co., of London.—A Detached Leasehold Residence at Norwood, with garden, &c., let at £90 per annum. Solicitors, Messrs. Ricketts & Co., London. (See advertisements, this week, p. 6.)

March 15.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2: The New River—Unique Investment. Adventurers' Freehold Share in its Entirety, qualifying for a seat at the Board; yielding last year an income of £2,894. Solicitors, Messrs. Rooper & Whately, London. (See advertisement, this week, p. 324.)

March 16.—Messrs. Beadel, Wood, & Co., at the Mart, at 1, in Seventy-five Lots, Freehold Ground-rents, secured upon Properties at Blackheath and Greenwich, being part of the Estates of the late William Angerstein, Esq., amounting to £1,275 per annum, with reversions to rack-rents amounting to £12,000 per annum. Solicitor, W. T. Harteup, Esq., Norwich. (See advertisements, March 4, p. 5.)

March 16.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m.:

REVERSIONS:
- To 3 Undivided Fifth Shares of a Trust Estate of Properties at Cheltenham and Gas Stock, value £18,430; lady aged 65. Also to Freehold Properties in Cheltenham, producing £145 per annum; lady aged 56. Solicitors, Messrs. Winterbotham & Gurney, Cheltenham.
- To One-fifth of a Trust Estate of Freehold House and Mortgage Securities, value £3,800; lady aged 74. Solicitors, Messrs. Hartley & Co., London.
- To a Moiety of a Trust Fund, value £7,740, on decease of a gentleman aged 84 and lady aged 81. Also to the other Moiety of the said Fund under similar conditions, but subject to the death of unmarried lady aged 48. Solicitors, Messrs. Finch & Turner, London.
- To One-twelfth Share of a Trust Fund in Railway Stocks, &c., value £37,040. Also to One-third of Leasehold Property, value £6,000. Solicitors, Messrs Burgess, Cozens, & Co, London.
- To a Trust Fund of £758 Manchester 4 per cent. Stock. Also to One-fourth of a Trust Fund, represented by £8,293 India 3½ per cent. Stock; lady aged 89, provided gentleman aged 23 survives her. Solicitor, G. J. Fowler, Esq., London.
- To One-fourteenth Share of a Trust Fund, value £19,300, in Railway Stocks; lady aged 57. Solicitor, H. A. Maude, Esq., London.
- To £500; lady aged 58. Solicitor, Carson Perrott-Smith, Esq., London.
- To £1,600 Margate Waterworks Stock; lady aged 60. Solicitors, Messrs. Phelps, Sidgwick, & Biddle, London.

LIFE INTERESTS:
- Of a gentleman, aged 37, in Properties at Manchester, producing £280 per annum with policy. Solicitors, Messrs. Blair & Seddon, Manchester.
- Of a lady aged 43 in a Trust Fund producing £75 per annum, with policy. Solicitors, Messrs. Ferrier & Ferrier, Gt. Yarmouth.

BOX in the Duke of York's Theatre. Solicitors, Messrs. Wilkinson, Howlett, & Wilkinson, London.

POLICIES:
- For £2,000, £500, £400, £300, £300. Solicitors, Messrs. Mayo & Co., London.
- For £1,000, £700 £500. Solicitors, Messrs. Duffield & Bruty, Chelmsford.
- For £1 000. Solicitors, Messrs. Howlett & Clarke, Brighton.
- For £1,000. Solicitors, Messrs. Harries, Wilkinson, & Raikes, London.
- For £500. Solicitor, R. Roach Pittis, Esq., Newport, I.W.

SHARES, &c.

(See advertisements, this week, p. 6.)

March 17.—Messrs. Stimson & Sons, at the Mart, at 2, a Freehold Property in Euston-road, on the south side of this important main thoroughfare, nearly opposite Euston-road and St. Pancras Station, and a convenient distance from King's-cross and Tottenham-court-road, comprising two houses, with large forecourt. Solicitors, Messrs. Wood & Sons, London.—Freehold Ground-Rents, situate in St. Pancras, amounting to £828 10s. per annum, secured upon 31 houses and shops, 27 dwelling-houses, licensed beerhouse, the Somers Town Presbyterian Church, and other premises, with reversions in from 22 to 43 years to rack-rents amounting to nearly £4,000 per annum. Solicitors, Messrs. Wood & Sons, London. (See advertisement, March 4, p. 5.)

RESULT OF SALE.

Messrs. C. C. & T. Moore sold, on Thursday last, at the Mart: 7 and 9, Addington-road, Bow, £750; 6-9, Manchester-buildings, Menotti-street, Bethnal Green, £575; 67-77 (odd), Libra-road, Old Ford, £1,870; 51 and 52, Greenfield-street, Commercial-road East, £1,500; 34-52 (even), Bradwell-street, Mile End, £1,740; and a small plot of land at Leyton, £35. The total of the day's sale was £6,470.

WINDING UP NOTICES.

London Gazette.—Friday, March 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Austens Patent Wheel-Making Machine, Limited—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Charles Fox, 11, Old Jewry chmbrs. Mayo & Co, 10, Drapers' gardens, solors to liquidator

Bibko Ribdale & Co, Limited—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury. Stevenson & Couldwell, 3, Fenchurch st, solors to liquidators

Kings Brewery (Cardiff), Limited—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Joseph Stanfield, 77, St Mary st, Cardiff. Cousins & Co, Cardiff, solors to liquidator

New Cooper Cycle Fittings Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Elkanah Mackintosh Sharp, 120, Colmore row, Birmingham. Shakespeare & Co, Birmingham, solors to liquidator

NORTHERN COUNTIES ELECTRIC AND MOTOR CO, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to James Robinson, The Nook, Lightcliffe, Yorks. England & Co, Halifax, solors to liquidator

SHIRLEY STEAMSHIP CO, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. W. E. Bunclark, 8 and 9, Gt St Helen's

London Gazette.—TUESDAY, March 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANCOBRA MINING AND DEVELOPMENT SYNDICATE, LIMITED—Petn for winding up, presented Feb 25, directed to be heard March 15. Bridge, 27, Copthall avenue, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 14

CRAVEN, PEARSON, & CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to John Marshall and John Stones Pearson, Valley Dyeworks, Brighouse. Wade & Co, Bradford, solors to the liquidators

DERBYSHIRE STEAM CULTIVATION CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Fred. L. Sowter, 25, Irongate, Derby

GARLIO, LIMITED—Petn for winding up, presented March 1, directed to be heard on March 15. Cummins, 8, Union ct, Old Broad st, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 11

JAMES WALKER, SONS & CO, LIMITED—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts and claims, to William Henry Armitage

JOINT STOCK COMPANIES AGENCY, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Elles, 3, Bucklersbury. Salaman & Co, Union ct, solors for liquidator

NEW BEESTON RIM AND COMPONENTS CO, LIMITED—Petn for winding up, presented March 3, directed to be heard March 15. Dade & Co, 100, London wall, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 14

OLD AGE PENSION AND LIFE ASSURANCE, LIMITED—Creditors (including all holders of warrants and coupons issued by the company) are required, on or before Wednesday, April 19, to send their names and addresses, and the particulars of their debts or claims, to Walter Owen Clough, 89, Gresham st Shirley Parker, Finsbury House, Blomfield st, solor for liquidator

OLIVER PRATT, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Guthrie, of, the firm of Davies, Tait, & Co., 46, Queen Victoria st. Ward & Co, 85, Gracechurch st solors for liquidators

PYRAMIDICAL SYNDICATE, LIMITED—Petn for winding up, presented Feb 28, directed to be heard on March 15. W. J. & E. H. Tremellen, 33, Chancery lane, agents for W. J. Read, Blackpool, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 14

STANDARD CYANIDE MANUFACTURING CO, LIMITED—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts and claims, to F. A. Mori, 70, Queen Victoria st

WESTRALIA INDUSTRIES, LIMITED—Petn for winding up, presented March 4, directed to be heard March 15. Wilkinson, 16, St Helen's pl, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 14

WOODLEY'S REWARD GOLD MINES, LIMITED—Creditors are required, on or before April 15, to send in their names and addresses, and particulars of their debts and claims, to Grosvenor George Walker, 19, St Swithin's lane

FRIENDLY SOCIETIES DISSOLVED.

LEEDS ORDER OF FREEDOM FRIENDLY SOCIETY, Shades Inn, Shambles, Yorks. Feb 27

LOYAL WELCOME LODGE, LOYAL ORDER OF ANCIENT SHEPHERDS, ASHTON UNITY, Bedford Leigh, Lancs. Feb 22

PILSLEY MINERS BENEFIT FRIENDLY SOCIETY, Pilsley, Derby. Feb 28

SONS OF ZEBEDEE LODGE FISHERMEN, Haslingden, Lancs. Feb 28

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 3.

RECEIVING ORDERS.

ABBOTT, JOHN KITSON, New Wortley, Leeds, Tobacconist Leeds Pet Feb 25 Ord Feb 25

AVERY, WILLIAM, and WILLIAM JESSE AVERY, East Grinstead, Butchers Tunbridge Wells Pet March 1 Ord March 1

BASS, HERBERT WILLIAM, Peterborough, Butcher Peterborough Pet Feb 27 Ord Feb 27

BOAG, THOMAS, Middlesborough, Glass Dealer Stockton on Tees Pet Feb 28 Ord Feb 28

BUCK, GEORGE BARKER, and THOMAS COWLING, Harrogate, Tobacconists York Pet Feb 28 Ord Feb 28

BULLOCK, JOHN TITUS, East Ardsley, Yorks, Builder Wakefield Pet Feb 27 Ord Feb 27

CALDER, HENRY SUMNER, Newport, Mon, Restaurant Keeper Newport, Mon Pet March 1 Ord March 1

COLES, HARRY, Wednesbury Walsall Pet Feb 23 Ord Feb 23

CURTISS, ALBERT JAMES, Bloomsbury, Licensed Victualler High Court Pet Feb 27 Ord Feb 27

DAWSON, LEWIS, Huntingdon, Confectioner Peterborough Pet March 1 Ord March 1

GIBBARD, JOHN, Great Bourton, Oxon Banbury Pet Feb 24 Ord Feb 24

GOODACRE, CHARLES RICHARD, Long Eaton, Derbys Derby Pet Feb 27 Ord Feb 27

GRIFFITHS, JOHN, Belle Vue, Shrewsbury Shrewsbury Pet Feb 28 Ord Feb 28

HALL, JOSEPH, Leeds, Commission Agent Leeds Pet March 1 Ord March 1

HANNETT, GEORGE SUMNER, Nottingham, Commission Agent Nottingham Pet March 1 Ord March 1

HART, PERCY JOHN, Hackney, Boot Dealer High Court Pet March 1 Ord March 1

HARTLEY, JOHN BACKHOUSE, Wakefield, Butcher Wakefield Pet Feb 25 Ord Feb 25

JACKSON, FREDERICK JAMES, Manchester, Salesman Manchester Pet Feb 28 Ord Feb 28

KENT, WESLEY, Earl Soham, Suffolk, Miller Ipswich Pet Feb 28 Ord Feb 28

LLOYD, CLARA ANNE, South Norwood Brighton Pet Feb 25 Ord Feb 25

MACDONALD, SAMUEL, Liverpool, Baker Liverpool Baker Liverpool Pet Feb 10 Ord March 1

MACHIN, WILLIAM HENRY, Stoke upon Trent, Grocer Stoke upon Trent Pet Feb 28 Ord Feb 28

MARR, JAMES WILLIAM HAMILTON, Birmingham, Banker Birmingham Pet March 1 Ord March 1

MORGENSTERN, JACOB, Tenby, Pembroke, Jeweller Pembroke Dock Pet Feb 28 Ord Feb 28

MORLEY, MARY JANE, Hereford, Ironmonger Hereford Pet Feb 27 Ord Feb 27

MORTON, RICHARD, Nottingham, Painter Nottingham Pet Feb 28 Ord Feb 28

NELSON, JAMES, Tunbridge Wells, Tailor Tunbridge Wells Pet Feb 27 Ord Feb 27

NYBURG, A, Tollington Park High Court Pet Feb 15 Ord March 1

OAKES, ARTHUR, Hoxne, Suffolk, Blacksmith Ipswich Pet Feb 27 Ord Feb 27

OAKLEY, JOHN THOMAS, and DAVID DARBY, Walsall, Grocers Walsall Pet Feb 23 Ord Feb 23

OXLEY, THOMAS, Eccles, Lancs, Mechanical Engineer Salford Pet Feb 27 Ord Feb 27

PALMER, H, & Co, Houndsditch, Basket Merchants High Court Pet Jan 30 Ord March 1

PARKER, WILLIAM HENRY, Gloucester pl High Court Pet Feb 14 Ord March 1

RADY, ROBERT WILLIAM, Stoke Newington, Beltmaker High Court Pet Feb 27 Ord Feb 27

RATHMELL, ANTHONY, Haworth, Yorks, Saddler Bradford Pet March 1 Ord March 1

RIGGE, WILLIAM PEYTON, Manchester, House Furnisher Manchester Pet Feb 24 Ord Feb 24

RIGGE, SARAH ANNE, Altrincham Manchester Pet Feb 24 Ord Feb 24

SAUL, FREDERICK GEORGE, Balsall Heath, Birmingham, Commercial Traveller Birmingham Pet Feb 28 Ord Feb 28

SMYTH, JAMES PERCY, Holme, Westmorland, Cattle Dealer Kendal Pet March 1 Ord March 1

SPURGEON, WILLIAM HENRY, South Lambeth, Jobmaster High Court Pet March 1 Ord March 1

STYLES, WILLIAM, Banbury, Oxon, Licensed Victualler Banbury Pet Feb 27 Ord Feb 27

TAIT, WILLIAM, Whalley Range, nr Manchester, Commission Agent Stockport Pet Feb 28 Ord Feb 28

THOMAS, EDWIN, Penryn, Cornwall, Butcher Truro Pet Feb 28 Ord Feb 28

THOMAS, JOHN, and WILLIAM HUGHES, Aintree, nr Liverpool, Builders Liverpool Pet Feb 17 Ord March 1

TOWNSEND, ALFRED JAMES, Walsall, Coal Dealer Walsall Pet Feb 25 Ord Feb 25

TUCKER, THOMAS, Bristol, Tin Plate Worker Bristol Pet Feb 27 Ord Feb 27

TURNER, JAMES STUART, Bradford, Beerseller Bradford Pet Feb 25 Ord Feb 25

TUTT, WALTER, Dover, Bootmaker Canterbury Pet Feb Feb 28 Ord Feb 28

WALTON, BENJAMIN, Leeds, Journeyman Saddler Leeds Pet Feb 27 Ord Feb 27

WARDROPER, WALTER HILLYARD, Worthing Brighton Pet March 1 Ord March 1

WEST, WILLIAM EDWARD, Gt Grimsby, Fisherman Gt Grimsby Pet Feb 28 Ord Feb 28

WHITE, ALFRED HENRY, Merthyr Tydfil, Commission Agent Merthyr Tydfil Pet March 1 Ord March 1

WILLIAMS, RICHARD HOWELL, Cathays, Cardiff Pontypridd Pet Feb 25 Ord Feb 25

WILLINGHAM, WILLIAM HENRY, Cleethorpes Gt Grimsby Pet Feb 24 Ord Feb 24

Amended notice substituted for that published in the London Gazette of Feb 10:

CHRISTOPHER, CHARLES, Savile row, St James's, Turf Commission Agent High Court Pet Jan 13 Ord Feb 6

FIRST MEETINGS.

ABBOTT, JOHN KITSON, New Wortley, Leeds, Tobacconist March 13 at 3 Off Rec, 22, Park row, Leeds

BASS, HERBERT WILLIAM, Peterborough, Butcher March 10 at 12 Law Courts, New rd, Peterborough

BEACH, JAMES THOMAS, Langley Green, nr Oldbury, Worcester, Builder March 14 at 11 County Court, West Bromwich

BULLOCK, JOHN TITUS, East Ardsley, Yorks, Builder March 10 at 11 Off Rec, 6, Bond terr, Wakefield

FURNETT, GEORGE, Leeds, Coal Merchant March 10 at 3 Off Rec, 22, Park row, Leeds

DAVIES, ISAAC CYRUS, Penmaenmawr, Carnarvon, Schoolmaster March 13 at 12.15 Ship Hotel, Bangor

GOODACRE, CHARLES RICHARD, Hazlewood, Derby March 10 at 12.30 Off Rec, 40, St Mary's gate, Derby

HARRISON, JOSEPH CATTERALL, Withington, Lancs, Commission Agent March 10 at 2.30 Off Rec, Byrom st, Manchester

HART, PERCY JOHN, Hackney, Boot Dealer March 14 at 11 Bankruptcy bldgs, Carey st

HIBST, HENRY, Bradford March 10 at 11 Off Rec, 31, Manor row, Bradford

HOWARTH, AMBROSE, Saffron Walden, Essex, Dentist March 22 at 10.30 Off Rec, 5, Petty Cury, Cambridge

IRONS, JOHN EDWARD, Harpenden, Herts, Baker March 10 at 3 Off Rec, 95, Temple chmbrs, Temple av

JACKSON, FREDERICK JAMES, Manchester, Salesman March 10 at 3.30 Off Rec, Byrom st, Manchester

JONES, JANE, Llangwyfan, Anglesey March 13 at 12.45 Ship Hotel, Bangor

KENT, WESLEY, Earl Soham, Suffolk, Miller March 17 at 2 Off Rec, 36, Princes st, Ipswich

MORLEY, MARY JANE, Hereford, Ironmonger March 13 at 3 2, Offa st, Hereford

MORRIS, JOE, Leicester March 10 at 3 Off Rec, 1, Berridge st, Leicester

NYBURG, A, Tollington Park March 15 at 12 Bankruptcy bldgs, Carey st

OAKES, ARTHUR, Hoxne, Suffolk, General Blacksmith March 17 at 10.30 Off Rec, 36, Princes st, Ipswich

OXLEY, THOMAS, Mechanical Engineer March 10 at 3 Off Rec, Byrom st, Manchester

PERCIVAL, WILLIAM TOMLINSON, Derby, Butcher March 10 at 12 Off Rec, 40, St Mary's gate, Derby

SCHOFIELD & GRIFFIN, Liverpool, Druggists March 13 at 12 Off Rec, 35, Victoria st, Liverpool

SLEIGHTHOLM, JOHN, Liverpool, Tailor March 14 at 12 Off Rec, 35, Victoria st, Liverpool

STONELY, NORMAN, Handbridge, Chester, Grocer March 10 at 3 Crypt chmbrs, Eastgate row, Chester

VALE-HADEN, JOHN FREDERICK, Iffley, Oxford March 10 at 12 1, St Aldate's, Oxford

WALDRAM, JOSEPH SMITH, Bolton, Joiner March 10 at 10.30 16, Wood st, Bolton

WALTON, BENJAMIN, Leeds, Saddler March 10 at 3.30 Off Rec 22, Park row, Leeds

WARRINGTON, THOMAS, Liverpool, Insurance Agent March 15 at 12 Off Rec, 35, Victoria st, Liverpool

WEST, HENRY JOHN, Leicester, Corn Merchant March 10 at 12.30 Off Rec, 1, Berridge st, Leicester

WHITE, JOHN HENRY, Stratford, Auctioneer March 10 at 2.30 Bankruptcy bldgs, Carey st

WILLIAMS JOHN, Eglwysbach, Labourer March 21 at 1.30 Market Hall, Blaenau Festiniog

YOUNGS, HEZEKIAH WALTER, Norwich, Boot Manufacturer March 10 at 3 Off Rec, 8, King st, Norwich

ADJUDICATIONS.

ABBOTT, JOHN KITSON, New Wortley, Leeds, Tobacconist Leeds Pet Feb 25 Ord Feb 25

ATKINSON, THOMAS, Alnmouth, Northumberland, Builder Newcastle on Tyne Pet Feb 17 Ord Feb 23

AVERY, WILLIAM, and WILLIAM JESSE AVERY, East Grinstead, Butchers Tunbridge Wells Pet March 1 Ord March 1

BASS, HERBERT WILLIAM, Peterborough, Butcher Peterborough Pet Feb 27 Ord Feb 27

BAXTER, MARY, Bradford, Boot Dealer Bradford Pet Feb 14 Ord Feb 28

BENDALL, JAMES EDWARD, Rhyl, Flint Bangor Pet Jan 10 Ord Feb 27

BOAG, THOMAS, Middlesborough, China Dealer Stockton on Tees Pet Feb 28 Ord Feb 28

BOWERS, ERNEST, Limpsfield, Surrey, Grocer Croydon Pet Feb 21 Ord Feb 25

BUCK, GEORGE BARKER, and THOMAS COWLING, Harrogate, Boot Makers York Pet Feb 28 Ord Feb 28

BULLOCK, JOHN TITUS, East Ardsley, York, Builder Wakefield Pet Feb 27 Ord Feb 27

CALDER, HENRY SUMNER, Newport, Mon, Restaurant Keeper Newport, Mon Pet March 1 Ord March 1

COLES, HARRY, Wednesbury Walsall Pet Feb 23 Ord Feb 23

CURTISS, ALBERT JAMES, Bloomsbury, Licensed Victualler High Court Pet Feb 27 Ord Feb 27

DAWSON, LEWIS, Huntingdon, Confectioner Peterborough Pet March 1 Ord March 1

EATON, MAURICE, Brompton rd, Mantle Warehouseman High Court Pet Feb 14 Ord Feb 27

GARDNER, WALTER THOMAS, Lowestoft, Fishbuyer Great Yarmouth Pet Feb 4 Ord Feb 27

GOODACRE, CHARLES RICHARD, Long Eaton, Derbys Derby Pet Feb 27 Ord Feb 27

GOODALL, HARRY, Castleford, Yorks, Corn Miller Wakefield Pet Jan 18 Ord Feb 28

GRIFFITHS, JOHN, Belle Vue, Shrewsbury Shrewsbury Pet Feb 28 Ord Feb 28

HALL, JOSEPH, Leeds, Commission Agent Leeds Pet March 1 Ord March 1

HANNETT, GEORGE SUMNER, Nottingham, Commission Agent Nottingham Pet March 1 Ord March 1

HARTLEY, JOHN BACKHOUSE, Wakefield, Butcher Wakefield Pet Feb 25 Ord Feb 25

HOWARTH, AMBROSE, Saffron Walden, Essex, Dentist Cambridge Pet Feb 10 Ord Feb 28

JACKSON, FREDERICK JAMES, Manchester, Salesman Manchester Pet Feb 28 Ord Feb 28

KENT, WESLEY, Earl Soham, Suffolk, Miller Ipswich Pet Feb 28 Ord Feb 28

LANE, ROBERT HENRY, Cheltenham, Engineer Cheltenham Pet Feb 16 Ord Feb 27
LLOYD, CLARA ANNE, South Norwood Brighton Pet Feb 25 Ord Feb 28
MACHIN, WILLIAM HENRY, Stoke upon Trent, Grocer Stoke upon Trent Pet Feb 28 Ord Feb 28
MELVILLE, MICHAEL, Newcastle on Tyne, Wine Merchant Newcastle on Tyne Pet Jan 16 Ord Feb 23
MORGENSTERN, JACOB, Tenby, Pembroke, Jeweller Pembroke Dock Pet Feb 28 Ord Feb 28
MORLEY, MARY JANE, Hereford, Ironmonger Hereford Pet Feb 27 Ord Feb 27
MORTON, RICHARD, Nottingham, Painter Nottingham Pet Feb 28 Ord Feb 28
NELSON, JAMES, Tunbridge Wells, Tailor Tunbridge Wells Pet Feb 27 Ord Feb 27
OAKES, ARTHUR, Hoxne, Suffolk, Blacksmith, Ipswich Pet Feb 27 Ord Feb 27
OXLEY, THOMAS, Manchester, Mechanical Engineer Salford Pet Feb 27 Ord Feb 27
RABY, ROBERT WILLIAM, Stoke Newington, Beltmaker High Court Pet Feb 27 Ord Feb 27
RATHMELL, ANTHONY, Haworth, Yorks, Saddler Bradford Pet March 1 Ord March 1
RIGGE, SARAH ANNE, Altrincham Manchester Pet Feb 24 Ord Feb 24
RIGGE, WILLIAM PEYTON, Altrincham, House Furnisher Manchester Pet Feb 24 Ord Feb 24
SCHOFIELD, JOSEPH, and SAMUEL GRIFFIN, Liverpool, Druggists Liverpool Pet Jan 25 Ord March 1
SMYTH, JAMES PERCY, Burton, Westmorland, Cattle Dealer Kendal Pet March 1 Ord March 1
STAVER, THOMAS ALLANSON, Wavertree, Liverpool Liverpool Pet Dec 21 Ord Feb 27
TAIT, WILLIAM, Whalley Range, nr Manchester, Commission Agent Stockport Pet Feb 28 Ord Feb 28
THOMAS, EDWIN, Penryn, Cornwall, Butcher Truro Pet Feb 28 Ord Feb 28
TUCKER, THOMAS, Bristol, Tinplate Worker Bristol Pet Feb 27 Ord March 1
TURNER, JAMES STUART, Bradford, Beerseller Bradford Pet Feb 25 Ord Feb 25
TUTT, WALTER, Dover, Bootmaker Canterbury Pet Feb 28 Ord Feb 28
WALTON, BENJAMIN, Leeds, Journeyman Saddler Leeds Pet Feb 27 Ord Feb 27
WALTON, WILLIAM, Adderbury, Oxon, Licensed Victualler Banbury Pet Feb 18 Ord Feb 27
WARRINGTON, THOMAS, Liverpool, Insurance Agent Liverpool Pet Feb 28 Ord Feb 28
WEST, WILLIAM EDWARD, Gt Grimsby, Fisherman Gt Grimsby Pet Feb 28 Ord Feb 28
WHITE, ALFRED HENRY, Dowlais, Glam, Commission Agent Merthyr Tydfil Pet March 1 Ord March 1
WILLIAMS, ANNE ELIZABETH, Brynsiencyn, Anglesey, Draper Bangor Pet Feb 8 Ord Feb 27
WILLINGHAM, WILLIAM HENRY, Cleethorpes Gt Grimsby Pet Feb 24 Ord Feb 24

ADJUDICATION ANNULLED.

YOUNG, LEVI H, Threadneedle st High Court Adjud Jan 4, 1894 Annul March 1, 1899

London Gazette.—TUESDAY, March 7.

RECEIV NG ORDERS.

AMATO, GAETANO, Leather ln, Holborn, Clerk High Court Pet March 3 Ord March 3
BIRCH, FREDERICK, Kidsgrove, Staffs, Baker Hanley Pet March 2 Ord March 2
BRADLEY, FRANK, Clapham Wandsworth Pet Jan 4 Ord March 2
BRITTAIN, JOHN, Walkley, Sheffield, Builder Sheffield Pet March 2 Ord March 2
BURROWS, JOSEPH, jun, Openshaw, Manchester, Confectioner Manchester Pet March 3 Ord March 3
CANNON, JOHN THOMAS, Cheshunt, Hertford, Carriage Builder Edmonton Pet March 2 Ord March 2
DELL, PHILIP CHARLES, Chesham, Bucks, Brewer Aylesbury Pet Feb 18 Ord March 3
FORD, JOHN THOMAS AUGUSTUS, jun, Landport, Hants, Builder Portsmouth Pet March 3 Ord March 3
FOSTER, JAMES WILLIAM, West Bromwich, Commission Agent West Bromwich Pet Mar 2 Ord Mar 2
FRY, JOHN, Cardiff, Hay Dealer Cardiff Pet March 1 Ord March 1
GIBSON, MATTHEW, Leeds, Fishmonger Leeds Pet March 3 Ord March 3
GLASS, JOHN, Tolworth, Surrey, Builder Kingston, Surrey Pet March 3 Ord March 3
GREEN, FREDERICK CONRAD, Cannon st, Clerk High Court Pet March 3 Ord Feb 9
HANDS, WILLIAM, Bedford, Pianoforte Tuner Bedford Pet March 1 Ord March 1
HOLMES, THOMAS KIRKWOOD, Lancaster, Newsagent Preston Pet March 2 Ord March 2
HOLT, JAMES, Middleton, Lancs, Coal Merchant Oldham Pet March 1 Ord March 1
HOPE, FREDERICK, Weobley, Hereford, Butcher Leominster Pet March 4 Ord March 4
HURLEY, D, Bethnal Green rd, Cigar Merchant High Court Pet Feb 17 Ord March 3
JACKSON, JOHN, Chirk, Denbighs, Farmer Wrexham Pet March 2 Ord March 2
JACOBS, MORRIS, Plumstead Greenwich Pet March 3 Ord March 3
JAMES, HENRY CARPENTER, Forest Gate, Removal Contractor High Court Pet March 3 Ord March 3
JENKINS, ALBERT ADAM, Burbage, Leicester, Grocer Leicester Pet March 2 Ord March 2
JONES, DAVID, Blaina, Mon, Innkeeper Tredegar Pet Feb 19 Ord March 4
JONES, EDWARD, Peterborough, Gardener Peterborough Pet March 2 Ord March 2
LAWLER, JOSEPH JAMES, Upper Brighton, Cheshire, Plumber Birkenhead Pet March 1 Ord March 1
LORDFLECK, CHARLES, Wolverhampton, Tobacconist Wolverhampton Pet March 2 Ord March 2
LYLE, WILLIAM BRAY, Cardiff, Baker Cardiff Pet March 3 Ord March 3
MAUGHAN, HENRY, Crawcrook, Durham, Builder Newcastle on Tyne Pet Feb 28 Ord March 3
MOREWOOD, GEORGE EDWARD, Clapham Wandsworth Pet Dec 22 Ord March 2
PILKINGTON, THOMAS, Burmantofts, Leeds Leeds Pet March 2 Ord March 2
PRICE, JOHN, Aston, Birmingham, Builder Birmingham Pet March 4 Ord March 4
REEVES, WALTER, Staines Kingston, Surrey Pet March 2 Ord March 2
SCOTNEY, CHARLES, Belgrave, Leicester, Licensed Victualler Leicester Pet March 4 Ord March 4
SMITH, HENRY, Berwick st, Soho, Draper High Court Pet March 2 Ord March 2
SPURGEON, WILLIAM HENRY, and JOHN LEWIS, South Lambeth, Job Masters High Court Pet March 3 Ord March 3
TOLLEY, JOSEPH, Cradley Heath, Staffs Dudley Pet Feb 23 Ord Feb 23
WATSON, WILLIAM FARNELL, South Moreton, Berks, Tutor Oxford Pet March 4 Ord March 4
WIGNELL, ALBERT, Gloucester, Grocer Newport, Mon Pet March 2 Ord March 2
WINCER, ARTHUR, Walsall, Stirrup Manufacturer Walsall Pet March 1 Ord March 1

FIRST MEETINGS.

ABRAHAMS, JOHN, Houghton Regis, Bedford, Duck Breeder March 15 at 11 Off Rec, 1A, St Paul's sq, Bedford
AUSTIN, VALENTINE, Middlesborough Labourer March 22 at 3 Off Rec, 8, Albert rd, Middlesborough
BLACKWELL, JOHN ERNEST, Streatham hill, Army Tutor March 14 at 11.30 24, Railway app, London bridge
BOTT, WILLIAM, Walsall, Fruiterer March 15 at 11 Off Rec, Walsall
BUCK, GEORGE BARKER, and THOMAS COWLING, Harrogate, Bootmakers March 15 at 12.15 Off Rec, 23, Stonegate, York
CLARKE, EDWARD LANCELOT HYDE, Frodsham, Cheshire, Builder March 15 at 3 Off Rec, Byrom st, Manchester
COYNE, THOMAS, Jarrow, Durham, Bricklayer March 15 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
CURTIS, ALBERT JAMES, Broad st, Bloomsbury, Licensed Victualler March 14 at 11 Bankruptcy bldgs, Carey st
DAVIES, PHILIP, Birmingham, Art Metal Worker March 15 at 12 174, Corporation st, Birmingham
GARDNER, WALTER THOMAS, Lowestoft, Fish Buyer March 28 at 10 30 Lovewell Blake's Office, South Quay, Great Yarmouth
GOODALL, HARRY, Castleford, Yorks, Corn Miller March 16 at 11.30 Off Rec, 6, Bond ter, Wakefield
GOYNE, RICHARD FRANCIS, Birmingham March 15 at 11 174, Corporation st, Birmingham
GRIFFITHS, JOHN, Belle Vue, Shrewsbury March 14 at 3 Off Rec, 42, St John's hill, Shrewsbury
HALL, JOSEPH, Leeds, Commission Agent March 15 at 11 Off Rec, 22, Park row, Leeds
HANDS, WILLIAM, Bedford, Pianoforte Tuner March 14 at 2 30 Off Rec, 1A, St Paul's sq, Bedford
HARRIS, HUGH, Abercarn, Mon, Tailor March 16 at 11 Off Rec, Westgate chmbrs, Newport Mon
HARTLEY, JOHN BACKHOUSE, Wakefield, Butcher March 14 at 10 30 Off Rec, 6, Bond ter, Wakefield
JAMES, GEORGE HENRY, Monmouth, Grocer March 16 at 12 Off Rec, Westgate chmbrs, Newport, Mon
JAMES, HENRY CARPENTER, Forest Gate, Removal Contractor March 15 at 2 30 Bankruptcy bldgs, Carey st
LEWIS, CHARLES, Haverfordwest, Boot Dealer March 14 at 11 Off Rec, 4, Queen st, Carmarthen
LLOYD, CLARA ANNE, South Norwood March 15 at 12 Off Rec, 4, Pavilion bldgs, Brighton
MACDUFF, JAMES CHARLES, Newhaven, Sussex, Printer March 14 at 1.45 Coles & Sons, Seaside rd, Eastbourne
MELVILLE, MICHAEL, Newcastle on Tyne, Wine Merchant March 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
MORGENSTERN, JACOB, Tenby, Pembroke, Jeweller March 14 at 11.30 Off Rec, 4, Queen st, Carmarthen
MORRALLEE, THOMAS, Berwick on Tweed, Wine Merchant March 15 at 2 Dowell's Rooms, 18, George st Edinburgh
MORTON, RICHARD, Nottingham, Painter March 14 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
NEWELL, WILLIAM, Wednesbury, Carpenter March 15 at 11.30 Off Rec, Walsall
PICKERELL, JOHN, Middlesborough March 22 at 3 Off Rec, 8, Albert rd, Middlesborough
RIGGE, SARAH ANNE, Altrincham March 15 at 3 30 Off Rec, Byrom st, Manchester
RIGGE, WILLIAM PEYTON, Altrincham, House Furniture March 15 at 3 30 Off Rec, Byrom st, Manchester
ROBINSON, WILLIAM GEORGE JAMES, Oxford, Tobacconist March 14 at 12 1, St Aldate's, Oxford
SMART, WILLIAM JAMES, and JOSEPH JOHN SMART, Brierley Hill, Stafford, Glass Manufacturers March 14 at 1.30 Talbot Hotel, Stourbridge
SMITH, HENRY, Berwick st, Soho, Draper March 15 at 12 Bankruptcy bldgs, Carey st
SMITH, JOSEPH, Oldham, Mule Overlooker March 14 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
STACEY, JOHN BOWYER, Holyport, nr Maidenhead, Farmer March 15 at 3 Bell Hotel, Maidenhead
TAYLOR, JOHN STOTT, Shaw, Lancs, Fireman March 14 at 11.45 Off Rec, Bank chmbrs, Queen st, Oldham
THOMAS, EDWIN, Penryn, Cornwall, Butcher March 15 at 12 Off Rec, Boscawen st, Truro
THOMAS, JOHN, and WILLIAM HUGHES, Aintree, nr Liverpool, Builders March 21 at 12 Off Rec, 35, Victoria st, Liverpool
THOMAS, ROBERT HENRY, Whitby, Yorks March 22 at 3 Off Rec, 8, Albert rd, Middlesborough
TURNER, JAMES STUART, Bradford, Beerseller March 14 at 11 Off Rec, 31, Manor row, Bradford
TUTT, WALTER, Dover, Bootmaker March 16 at 9.15 Off Rec, 73, Castle st, Canterbury
UTAL, L. & SON, Hoxton March 16 at 12 Bankruptcy bldgs, Carey st
WALL, THOMAS WILLIAM, Ratcliff, Publican March 15 at 2.30 Bankruptcy bldgs, Carey st
WARDROPER, WALTER HILLYARD, Worthing March 15 at 2 30 Melvill, Green, & Charles, Liverpool gdns, Worthing
WELLINGS, GEORGE, Aldershot, Livery-stable Keeper March 14 at 12 24, Railway app, London bridge
WILLINGHAM, WILLIAM HENRY, Cleethorpes, Waggonette Driver March 14 at 11 Off Rec, 15, Osborne st, Great Grimsby
WITTS, HENRY THOMAS, Smethwick, Stafford, Bricklayer March 22 at 2.10 County Court, West Bromwich
YELDHAM, MAJOR WALTER, Jermyn st March 20 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AMATO, GAETANO, Leather ln, Holborn, Clerk High Court Pet March 3 Ord March 3
BIRCH, FREDERICK, Kidsgrove, Staffs, Baker Hanley Pet March 2 Ord March 2
BISHOP, WILLIAM SAMUEL, Bristol, Compositor Bristol Pet Feb 14 Ord March 2
BLACKWELL, JOHN ERNEST, Streatham hill, Army Tutor Wandsworth Pet Jan 3 Ord March 4
BRITTAIN, JOHN, Walkley, Sheffield, Builder Sheffield Pet March 2 Ord March 2
BROADWOOD, WILLIAM CHARLES CHRISTOPHER, Savile row, St James's, Turf Commission Agent High Court Pet Jan 13 Ord Feb 28
BURROWS, JOSEPH, jun, Openshaw, Manchester, Confectioner Manchester Pet March 3 Ord March 3
CASHMORE, JAMES, King's Norton, Worcesters, Boot Dealer Birmingham Pet Feb 24 Ord March 2
CLOUDSDALE, THOMAS GASKARTH WOODBURNE, Windermere, Westmorland Kendal Pet Nov 25 Ord March 4
COSSLETT, GWILYM, Caperhilly, Glam, Grocer Cardiff Pet Feb 18 Ord March 2
DAVIES, EDWARD, Pontesbury, Salop, Miller Shrewsbury Pet Feb 17 Ord March 3
DAVIES, PHILIP, Birmingham, Art Metal Worker Birmingham Pet Feb 21 Ord March 4
DEVONPORT, HENRY, Westmoreland pl, City rd, Licensed Victualler High Court Pet Jan 30 Ord March 2
EDWARDS, JOSEPH ELLIS, Swinton, Lancs, Licensed Victualler Salford Pet Feb 10 Ord March 2
FIFIELD, CHARLES, Woking, Surrey, Builder Guildford Pet Dec 31 Ord March 4
FORD, JOHN THOMAS AUGUSTUS, jun, Landport, Hants, Builder Portsmouth Pet March 3 Ord March 3
FRY, JOHN, Cardiff, Hay Dealer Cardiff Pet March 1 Ord March 1
GIBSON, MATTHEW, Leeds, Fishmonger Leeds Pet March 3 Ord March 3
GOOCH, ROBERT, Southend on Sea, Builder Chelmsford Pet Feb 10 Ord March 3
GOYNE, RICHARD FRANCIS, Birmingham Birmingham Pet Feb 14 Ord March 3
HANDS, WILLIAM, Bedford, Pianoforte Tuner Bedford Pet March 1 Ord March 1
HOLMES, THOMAS KIRKWOOD, Lancaster Preston Pet March 2 Ord March 2
HOLT, JAMES, Middleton, Lancs, Coal Merchant Oldham Pet March 1 Ord March 1
JACKSON, JOHN, Chirk, Denbighs, Farmer Wrexham Pet March 2 Ord March 2
JACOBS, MORRIS, Plumstead Greenwich Pet March 3 Ord March 3
JAMES, HENRY CARPENTER, Forest Gate, Removal Contractor High Court Pet March 3 Ord March 3
JENKINS, ALBERT ADAM, Burbage, Leicester, Grocer Leicester Pet March 2 Ord March 2
JONES, EDWARD, Sutton, nr Wansford, Gardener Peterborough Pet March 2 Ord March 2
JONES, EDWARD, Rhyl, Printer Bangor Pet Feb 23 Ord March 3
LATHAM, SAMUEL, Sound, nr Nantwich, Farmer Nantwich Pet Feb 14 Ord March 3
LAWLER, JOSEPH JAMES, Upper Brighton, Cheshire, Plumber Birkenhead Pet March 1 Ord March 1
OAKLEY, JOHN THOMAS, and DAVID DARBY, Walsall Walsall Pet Feb 23 Ord March 3
PAINE, HENRY, Sheerness, Kent, Builder Rochester Pet Feb 20 Ord March 3
PETERS, PETER, and THOMAS SAMUEL PETERS, Horsham, Sussex, Builders Brighton Pet Feb 1 Ord March 3
PILKINGTON, THOMAS, Leeds Leeds Pet March 2 Ord March 2
QUELCH, JOHN, Peckham, Butcher's Manager High Court Pet Feb 21 Ord March 1
SCOTNEY, CHARLES, Belgrave, Leicester, Licensed Victualler Leicester Pet March 4 Ord March 4
SMITH, HERBERT, Stratford High Court Pet Dec 31 Ord March 2
TOLLEY, JOSEPH, Cradley Heath, Staffs Dudley Pet Feb 23 Ord March 4
TOWNSEND, ALFRED JAMES, Walsall, Coal Dealer Walsall Pet Feb 25 Ord March 3
WALL, THOMAS WILLIAM, Ratcliff, Publican High Court Pet Feb 8 Ord March 1
WARDROPER, WALTER HILLYARD, Worthing Brighton Pet March 1 Ord March 4
WELLINGS, GEORGE, Aldershot, Livery Stable Keeper Guildford Pet Feb 25 Ord March 2
WIGNELL, ALBERT, Coalway ln End, nr Coleford, Glos, Grocer Newport, Mon Pet March 2 Ord March 2
WILLIAMS, RICHARD HOWELL, Cathays, Cardiff Pontypridd Pet Feb 25 Ord March 1
WINCER, ARTHUR, Walsall Stirrup Manufacturer Walsall Pet March 1 Ord March 2

ADJUDICATION ANNULLED.

TURNER, LEWIS JAMES, Harvey rd, Hornsey, out of employment High Court Adjud Dec 14, 1899 Annul March 2, 1899

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.